

**IN THE COUNTY COURT  
IN AND FOR DUVAL COUNTY, FLORIDA**

ST. VINCENT'S MEDICAL CENTER, INC.,

Plaintiff,

v.

CASE NO.:

LOREN Z. CLAYMAN, M.D., and  
MARK CLAYMAN, M.D.,

Defendants.

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**COMPLAINT FOR UNLAWFUL DETAINER**

St. Vincent's Medical Center (St. Vincent's) sues the defendants, Loren Z. Clayman, M.D., and Mark Clayman, M.D. (collectively, Tenants), and alleges

**I. Nature of Action and Facts**

1. This is an action for unlawful detainer pursuant to Chapters 82 and 83, Florida Statutes.
2. St. Vincent's owns the real property located at 2 Shircliff Way, Suites 200 and 220, Jacksonville, FL 32204 (the Property), which is located in Duval County.
3. Tenants previously possessed the Property pursuant to a lease agreement, dated February 1, 2014. (*See Lease Agreement, Exhibit 1.*)
4. Under the terms of the Lease Agreement, St. Vincent's agreed to lease the Property to Tenants for a period of 60 months, commencing on February 1, 2014. (Lease Agreement ¶¶ 1.01E, 1.01F.)
5. Per the Lease Agreement, the lease was to expire at midnight on January 31, 2019. (Lease Agreement ¶ 1.01G.)
6. The Lease Agreement permits St. Vincent's to terminate the lease by providing 60 days' written notice to Tenants. (Lease Agreement ¶ 3.)

7. Additionally, Tenants agreed to surrender possession of the Property upon expiration of the Lease Agreement. (Lease Agreement ¶ 11.)

8. On August 1, 2018, St. Vincent's provided Tenants six months' notice that the Lease Agreement would not be renewed. (*See* August 1, 2018, Letter, Exhibit 2.) St. Vincent's informed Tenants the Lease Agreement would expire at midnight on January 31, 2019.

9. On January 14, 2019, St. Vincent's provided an additional 15 days' notice to Tenants that the Lease Agreement would expire at midnight on January 31, 2019. (*See* January 14, 2019, Letter, Exhibit 3.)

10. Tenants did not surrender possession by midnight on January 31, 2019.

11. Subsequently, despite Tenants' continued illegal occupation and possession of the Property, St. Vincent's agreed in principle to a 60-day lease extension with Tenants. Tenants, however, failed to execute the lease extension and have since rejected the lease extension.

12. To date, Tenants have not surrendered possession of the Property. Tenants continue to possess the property against the consent of St. Vincent's.

13. St. Vincent's has incurred attorney's fees and costs pursuing this action.

## **II. Prayer for Relief**

14. **WHEREFORE**, St. Vincent's respectfully requests the court

- a. Enter a judgment for possession of the Property against Tenants;
- b. Award St. Vincent's its costs and attorney's fees pursuant to Section 82.091, Florida Statutes;
- c. Award St. Vincent's any and all additional relief as justice requires.

DATED: February 20, 2019

Respectfully submitted,

/s/ Eliot B. Peace

Jason Mehta (FBN: 106110)

Eliot B. Peace (FBN: 124805)

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*Attorneys for St. Vincent's Medical Center, Inc.*

# **EXHIBIT 1**

## LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into this 1<sup>st</sup> day of February 2014 ("Effective Date"), by and between **St. Vincent's Medical Center, Inc.**, a Florida corporation not for profit ("Landlord") and **Loren Z. Clayman, M.D. and Mark Clayman, M.D.** ("Tenant").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### 1. FUNDAMENTAL DEFINITIONS AND PROVISIONS AND IDENTIFICATION OF EXHIBITS

#### 1.01 Basic Lease Provisions

Certain fundamental definitions and provisions of this Lease are presented in this Section 1.

- A. Demised Premises: Approximately 5,065 square feet
- Suite: 200/220  
Building: DePaul Building  
Street Address: 2 Shircliff Way  
City/County: Jacksonville, Duval  
State/Zip Code: FL 32204
- B. Landlord's address for notices: St. Vincent's Medical Center, Inc.  
Attn: Property Manager  
2 Shircliff Way, Suite 525  
Jacksonville, Florida 32204
- C. Rent payment address: St. Vincent's Medical Center, Inc.  
c/o Property Management  
P.O. Box 40064  
Jacksonville, FL 32203-0064
- D. Tenant's address for notices: Loren Z. Clayman, M.D.  
2 Shircliff Way, Suite 200  
Jacksonville, FL 32204
- E. Term: 60 months
- F. Commencement Date: February 1, 2014
- G. Expiration Date: January 31, 2019
- H. Permitted Use: Tenant may use the Demised Premises for a Plastic Surgery Practice office and for no other purpose.
- I. Monthly Base Rent: Monthly Base Rent for the initial Term is payable in monthly installments on the first (1<sup>st</sup>) day of each month in accordance with the following schedule:

FROM MONTH	THROUGH MONTH	SQUARE FEET	AMOUNT PER SQUARE FOOT*	MONTHLY BASE RENT*	WITH SALES TAX
Commencement Date	12	5,065	\$22.17	\$9,357.59	\$10,012.62
13	24	5,065	\$22.61	\$9,544.74	\$10,212.87
25	36	5,065	\$23.07	\$9,735.63	\$10,417.12
37	48	5,065	\$23.53	\$9,930.34	\$10,625.46
49	Expiration Date	5,065	\$24.00	\$10,128.95	\$10,837.98

\* Plus applicable State of Florida Sales Tax

J. Brokers: N/A

K. Security Deposit: \$9,357.59

#### 1.02 Identification of Exhibits

The exhibits set forth below and attached to this Lease are incorporated and made a part hereof by reference:

Exhibit A. Plan showing Demised Premises  
Exhibit B. Rules and Regulations

### 2. DEMISED PREMISES

#### 2.01. Lease of Demised Premises

Landlord, in consideration of the rents, covenants and agreements contained herein, hereby leases to Tenant and Tenant hereby accepts and leases from Landlord the Demised Premises identified in Section 1.01A, and as more particularly shown on Exhibit A attached hereto.

2.02 Tenant acknowledges that it has thoroughly inspected the Demised Premises and Tenant hereby accepts the Demised Premises in its existing "AS IS" condition with all faults. Landlord makes no representation as to the conditions of the Demised Premises and Tenant acknowledges and agrees that Landlord is under no duty or obligation to make any improvements to the Demised Premises. The parties acknowledge that all square foot measurements are approximate and agree that the square footage figures in Section 1.01A shall be conclusive for all purposes with respect to this Lease.

### 3. TERM

The Term of this Lease commences on the Commencement Date set forth in Section 1.01F and unless sooner terminated in accordance with terms of this Lease, expires on the Expiration Date set forth in Section 1.01G. Notwithstanding the foregoing to the contrary, unless either party gives written notice of termination to the other party prior to the Expiration Date, the Term of this Lease will automatically extend for an additional period of twelve (12) months (the "Extension Term") upon the same terms and conditions except that (i) the Expiration Date shall be extended by such twelve (12) month period, (ii) the Monthly Base Rent shall increase by two percent (2%) over the Monthly Base Rent rate in effect immediately prior to such extension, and (iii) Landlord may terminate the Extension Term upon sixty (60) day's prior written notice to Tenant.

#### 4. RENT AND SECURITY DEPOSIT

##### 4.01 Payment of Rent

Tenant agrees to pay to Landlord, monthly in advance on the first day of each month of the Term and any renewal or extension thereof, at the address shown in Section 1.01B, or at such other place designated by Landlord, without any prior notice or demand and without any deduction whatsoever, the Monthly Base Rent stated in Section 1.01I, and all other charges, costs and sums required to be paid by Tenant to Landlord under this Lease, together with all sales taxes owed in connection therewith. All such other charges, costs and sums, including without limitation, all required sales taxes, shall be considered additional rent and together with the Monthly Base Rent are collectively referred to herein as the "Rent."

For each Rent payment that is received by Landlord more than seven (7) days after its due date, Tenant shall be subject to a late payment fee equal to five percent (5%) of such Rent due. Receipt of the late payment fee shall not act as a waiver of Tenant's default to Landlord, nor shall the late payment fee off-set legal fees that are the responsibility of Tenant. The waiving by Landlord of the collection of any late payment fee shall not preclude Landlord from the collection of any other late payment fee. Tenant's covenant to pay Rent shall be independent of every other covenant in this Lease.

##### 4.02 Pro Rata Rent

In the event the Commencement Date as defined in Section 3 is not the first day of a month, Tenant shall pay to Landlord pro rata Rent for that portion of the month, which shall be computed by multiplying the monthly Rent by a fraction, the numerator of which shall be the number of days of Tenant's occupancy of the Demised Premises in the partial month and the denominator of which shall be 30.

##### 4.03 Operation and Maintenance Expenses

Costs incurred by Landlord in the provision of services to occupants and/or tenants of the Building and in the operation, repair and maintenance of the Building, and common areas allocable to the Demised Premises are included in the Monthly Base Rent. Any information technology needs (i.e., telephone, computer, data cabling, etc.) or Internet connectivity required by Tenant shall be solely at Tenant's expense and Tenant's vendor must be approved by Landlord prior to the commencement of work.

##### 4.04 Security Deposit

Tenant shall deposit with Landlord a Security Deposit simultaneously with Tenant's execution of this Lease in the amount set forth in Section 1.01K, which sum Landlord shall retain as security for the performance by Tenant of each of its obligations hereunder. The Security Deposit shall not bear interest. If Tenant at any time fails to perform any of its obligations under this Lease, including its Rent or other payment obligations, its restoration obligations, or its insurance and indemnity obligations, then Landlord may, at its option, apply the Security Deposit (or any portion) to cure Tenant's default or to pay for damages caused by Tenant's default. If this Lease has been terminated, then Landlord may apply the Security Deposit (or any portion) against the damages incurred as a consequence of Tenant's breach. The application of the Security Deposit shall not limit Landlord's remedies for default under the terms of this Lease. If Landlord depletes the Security Deposit, in whole or in part, prior to the Expiration Date or any earlier termination of this Lease, then Tenant shall restore immediately the amount so used by Landlord. Unless Landlord uses the Security Deposit to cure a default of Tenant, to pay damages for Tenant's breach of this Lease, or to restore the Demised Premises to the condition to which Tenant is required to leave the Demised Premises upon the expiration or any termination of this Lease, then Landlord shall, within thirty (30) days after the Expiration Date or any termination of this Lease, refund to Tenant any funds remaining in the Security Deposit. Tenant may not credit the Security Deposit against any month's Rent.

## 5. COVENANTS OF TENANT

Tenant hereby covenants and agrees with Landlord that Tenant: (a) will pay the Rent herein reserved at the times and in the manner aforesaid; (b) will not use or permit the Demised Premises to be used for any illegal purpose but only for the Permitted Use; (c) will not permit any disturbance, noise, odor, or annoyance whatsoever, detrimental to the Demised Premises or to the comfort of the other occupants or tenants of the Building or its neighbors; (d) will not make or permit any disfigurement or defacement or injury to any part of the Demised Premises; (e) will not make any alterations of the Demised Premises without the prior written consent of Landlord; (f) will exercise all reasonable care in the use of halls, stairs, elevators and other parts of the Building used in common with other tenants in the Building; (g) will not assign this Lease or sublet the whole or any part of the Demised Premises or mortgage this Lease, without the prior written consent of Landlord; (h) will permit Landlord, its agents or employees at all reasonable times to enter upon the Demised Premises to view the condition of the Demised Premises, to make repairs or alterations to the Demised Premises or other parts of the Building, or show the Demised Premises to prospective tenants or purchasers; (i) will, at the expiration of the Term, without demand, quietly and peaceably deliver up the possession of the Demised Premises in good repair and condition, reasonable wear and tear excepted; (j) will take, or join with Landlord in taking, all reasonable measures to conserve energy used in the operation of Building; (k) will faithfully observe and comply with the Rules and Regulations attached hereto as Exhibit B and such additional rules and/or modifications adopted by Landlord from time to time, provided Landlord shall not be responsible to Tenant for nonperformance of such Rules and Regulations by the other tenants or occupants of the Building; (l) will commit no act of waste, and shall take good care of the Demised Premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the Demised Premises, conform to all laws, orders and regulations of any governmental authority; (m) will ensure that all infectious and hazardous waste products, all items contaminated with blood and other body fluids and all contaminated sharps (syringes, scalpels, etc.) used or stored by Tenant on the Demised Premises are appropriately segregated in approved containers and disposed of in accordance with all applicable laws and otherwise in a manner approved by Landlord; (n) will comply with all applicable biohazardous waste disposal laws and regulations; (o) will not use the Demised Premises in any manner which may invalidate or increase the amount of premiums for any policy of insurance affecting the Building, and if any additional amounts of insurance premium are incurred, Tenant will pay to Landlord the additional amount on demand, provided such payment shall not authorize such use; (p) will take all reasonable care to conserve the Demised Premises by assuring that material not intended for introduction into the sanitary sewer system (such as sanitary napkins and disposable diapers) are excluded from same; (q) will ensure that no carts or wheeled equipment are introduced into the Demised Premises or common areas which are not equipped with full bumper (4 sides) systems; (r) comply with all applicable laws, ordinances and regulations affecting the Demised Premises, whether now existing or hereafter enacted and, (s) will not in any manner deface or damage the Building or Landlord's other property.

In addition to the foregoing, Tenant covenants and agrees that Tenant will keep and maintain the Demised Premises at all times in compliance with all applicable environmental laws. Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically active or other hazardous substances, or materials in, on, or about the Demised Premises, Building, or the land on which the Building is situated. Tenant shall not allow the storage or use of such hazardous substances or materials in any manner not sanctioned by law or in compliance with the highest standards prevailing in the industry for the storage and use of such hazardous substances or materials, nor allow to be brought onto Landlord's property any such hazardous substances or materials except to use in the ordinary course of Tenant's business, and then only after written notice is given to Landlord of the identity of such hazardous substances or materials. No such notice shall be required, however, for commercially reasonable amounts of ordinary office supplies and janitorial supplies. Tenant shall execute affidavits, representations and the like, from time to time, at Landlord's request, concerning Tenant's best knowledge and belief regarding the presence of hazardous substances and/or materials in the Demised Premises. Tenant, at Tenant's sole expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities now or hereafter in force, which shall impose any duty upon Landlord or Tenant with respect to the use or occupation of the Demised Premises or alteration of the Premises to accommodate persons with special needs, including using all reasonable efforts to comply with The Americans With Disabilities Act.



6. COVENANTS OF LANDLORD

Landlord hereby covenants with Tenant that as long as Tenant is not in default hereunder, Landlord shall provide the following services: (a) reasonable heat and air conditioning in the Demised Premises which, in Landlord's reasonable judgment, is sufficient to heat and cool the Demised Premises for Tenant's comfortable use and enjoyment, provided, however, provided that, heating and cooling conforming to any governmental regulation prescribing limitations thereon shall be deemed to comply with this service; (b) city water (if available from the city mains) from the regular Building fixtures for drinking, lavatory and toilet purposes only; (c) electricity (if available from the utility supplier) for normal doctors office usage as determined in Landlord's reasonable judgment, provided any additional capacity or usage shall be provided at the option of Landlord and at the sole cost of Tenant; (d) Landlord will keep the Building in good and substantial repair except where repairs are required because of the negligence or fault of Tenant or Tenant's agents, employees, clients, patients, visitors, licensees, servants or guests; (e) in multi story buildings, passenger elevator service in common with other tenants of the Building; and (f) janitorial service five (5) times per week for office and common area cleaning, excluding Landlord observed holidays.

Landlord will keep the mechanical and electrical systems required to deliver the above services in good and substantial repair. Where such repairs are required because of the negligence or fault of Tenant or Tenant's agents, employees, clients, patients, visitors, licensees, servants or guests, Landlord shall complete the repair and shall bill Tenant for the cost of repair. Such costs shall be considered additional rent under paragraph 4.01 of this Lease.

7. QUIET ENJOYMENT

So long as Tenant shall keep and perform each and every covenant and condition in this Lease required to be kept and performed by Tenant, Tenant may quietly hold and enjoy the Demised Premises without any interruption by Landlord.

8. DAMAGE OR DESTRUCTION

If the Demised Premises is damaged or destroyed by fire or other casualty:

(a) If restoration is possible, within a reasonable period of time, as determined solely by Landlord: (i) Landlord will restore at Landlord's expense, beginning and prosecuting such restoration until completion with reasonable promptness and diligence, and (ii) if the Demised Premises are untenable, during such restoration, the Rent hereunder shall be abated to the extent and for the period such untenable condition continues. If such damage or destruction shall result from the fault of Tenant, or Tenant's agents, employees, clients, patients, visitors, licensees, servants or guests, Tenant shall not be entitled to any abatement of Rent.

(b) If restoration is not practical or achievable within one hundred twenty (120) days after the damage occurs, as determined solely by Landlord within sixty (60) days after the date such damage occurs, then Landlord will, upon receipt of written request by Tenant, notify Tenant of the same. If Landlord notifies Tenant that restoration is not practical or achievable within one hundred twenty (120) days after the damage occurs then this Lease may be unilaterally terminated by written notice of termination delivered by either Landlord or Tenant to the other party, and, in such event, the term hereby granted will end as of the date of such damage or destruction and the Rent will be apportioned as of the date of such damage or destruction and any Rent paid in advance beyond such date shall be refunded to Tenant.

(c) Landlord's obligation to restore shall not include fixtures, improvements or other property of Tenant. The words "restoration" and "restore" as used in this Section shall include repairs.

(d) In case of any damage or destruction to the Demised Premises or any contents thereof, each party shall only look to its own insurance to recover for its losses.

(e) Notwithstanding anything contained in this Lease to the contrary, (i) Landlord's obligation to restore the Demised Premises is subject the damage or destruction being insured under Landlord's insurance policies, (ii) Landlord's obligation is limited to the extent of the insurance proceeds received by Landlord, and (iii) Landlord's duty to repair and restore the Demised Premises shall not begin until receipt of the insurance proceeds.

9. ACCEPTANCE AND MAINTENANCE OF DEMISED PREMISES

Tenant shall be conclusively presumed to have accepted the Demised Premises in the condition existing on the Commencement Date and to have waived all claims relating to the condition of the Demised Premises. Tenant understands, acknowledges, and agrees that no agreement of Landlord to alter, remodel, decorate, clean or improve the Demised Premises, the Building or the common areas and no representation regarding the condition of the Demised Premises, the Building or the common areas has been made by or on behalf of Landlord to Tenant, except as expressly stated in this Lease. Any and all alterations and improvements which Tenant wishes to make to the Demised Premises subsequent to the Commencement Date shall be at the sole expense of Tenant, and subject to Landlord's prior written approval. Tenant shall submit such changes to Landlord, with detailed plans and specifications for Landlord's written approval. Tenant's contractor shall be licensed in the state in which the Demised Premises is located, subject to Landlord's prior written approval, satisfy Landlord's insurance requirements, and follow Landlord's contractor rules and regulations. Only Landlord may perform alterations that impact plumbing, electrical, or HVAC systems. Maintenance and repairs to the Demised Premises not specifically the responsibility of Landlord in Section 6 of this Lease shall be the responsibility of Tenant.

10. DEFAULT

10.01 Events of Default.

Any one of the following shall constitute an event of default by Tenant under this Lease: (a) Tenant fails to pay any installment of Rent or other charges herein provided when due or within ten (10) days after its due date; (b) Tenant fails to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant and fails to cure such breach within thirty (30) days after written notice to Tenant, or if such breach cannot, with due diligence, be cured within thirty (30) days, Tenant does not commence curing within thirty (30) days and with reasonable diligence completely cure the breach within a reasonable period of time after the notice, provided, however, such period of time shall not exceed sixty (60) days after such notice by Landlord; (c) the interest of Tenant in this Lease is levied upon under execution or other legal process or Tenant assigns or subleases its interest under this Lease without the prior written consent of Landlord; (d) a petition is filed by or against Tenant to declare Tenant bankrupt or seeking a plan of reorganization or arrangement under any chapter of the Bankruptcy Code, or any amendment, replacement or substitution therefor, or to delay payment of, reduce or modify Tenant's debts or any petition is filed or other action taken to reorganize or modify Tenants capital structure or upon the dissolution of Tenant; or (e) Tenant is declared insolvent by law or any assignment of Tenant's property is made for the benefit of creditors or a receiver is appointed for Tenant or Tenant abandons the Premises. In the event a petition is filed by or against Tenant seeking a plan of reorganization or arrangement under the Bankruptcy Code, Landlord and Tenant agree, to the extent permitted by law, that Tenant or its representative in the Bankruptcy action shall determine within sixty (60) days after commencement of the case, whether to assume or reject this Lease.

10.02 Landlord's Remedies.

Upon the occurrence of an event of default by Tenant under this Lease, Landlord, at its option, without further notice or demand to Tenant, may in addition to all other rights and remedies provided in this Lease, at law or in equity:

(a) Terminate this Lease and Tenant's right of possession of the Demised Premises, and recover all damages to which Landlord is entitled under law, specifically including, without limitation, all Landlord's expenses of reletting (including repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions);

(b) Terminate Tenant's right of possession of the Demised Premises without terminating this Lease, in which event Landlord may, but shall not be obligated to, relet the Demised Premises, or any part thereof for the account of Tenant, for such rent and term and upon such terms and conditions as are acceptable to Landlord in its sole judgment and discretion. For purposes of such reletting, Landlord is authorized to redecorate, repair, alter and improve the Demised Premises to the extent reasonably necessary. Tenant agrees that Landlord may file suit to recover any sums due to Landlord under this section from time to time and that such suit or recovery of any amount due Landlord shall not be any defense to any subsequent action brought for any amount not previously reduced to judgment in favor of Landlord. If Landlord elects to terminate Tenant's right to possession only without terminating this Lease, Landlord may, at its option, enter into the Demised Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as stated in Section 11; provided, however, that such entry and possession shall not terminate this Lease or release Tenant, in whole or in part, from Tenant's obligation to pay the Rent reserved hereunder for the full Term or from any other obligation of Tenant under this Lease;

(c) Declare the entire remaining Rent immediately due and payable, such amount to be discounted to its present value at a discount rate equal to the U.S. Treasury Bill or Note rate with the closest maturity to the remaining Term of this Lease as selected by Landlord;

(d) Bring action for recovery of all amounts due from Tenant; or

(e) Seize and hold any personal property of Tenant located in the Premises and assert against the same a lien for monies due Landlord.

#### 10.03 Attorneys' Fees and Expenses.

Tenant shall pay, upon demand, all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing Tenant's obligations under this Lease resulting from Tenant's default under this Lease or arising out of any declaratory action filed by Landlord to enforce the terms of this Lease.

#### 11. SURRENDER OF PREMISES

Upon the expiration or earlier termination of this Lease or termination of Tenant's right of possession of the Demised Premises, Tenant shall surrender and vacate the Demised Premises immediately and deliver possession thereof to Landlord in a clean and good repair condition, ordinary wear and tear excepted. Tenant shall pay, upon demand, all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in restoring the Demised Premises to the required condition. Provided Tenant is not in default, Tenant may remove all fixtures and equipment which it has placed in the Premises; provided, however, Tenant must repair all damages caused by such removal. If Tenant does not remove its property from the Premises upon the expiration or earlier termination (for whatever cause) of this Lease, such property shall be deemed abandoned by Tenant, and Landlord may dispose of the same in whatever manner Landlord may elect without any liability to Tenant.

#### 12. SUBORDINATION OF LEASE

The rights of Tenant under this Lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force encumbering the Demised Premises, or the Building (and/or the real property on which it is situated), and to all advances made or hereafter to be made upon the security thereof. Although such subordination shall be self-operative, Tenant shall execute such further instruments confirming such

subordination as may be requested by Landlord. Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instrument or instruments. If any such mortgage shall be foreclosed, upon request of the mortgagee or the purchaser on foreclosure, Tenant will attorn to the purchaser at any foreclosure sale thereunder and will execute such instruments as may be necessary or appropriate to evidence such attornment. Notwithstanding the above subordination of this Lease, it is understood and agreed (and the subordination of this Lease is conditioned upon the agreement) that in the event of foreclosure of any mortgage encumbering the Building on the Property or conveyance in lieu of such foreclosure, which foreclosure or conveyance occurs prior to the expiration date of this Lease, including any extensions and renewals of this Lease, and so long as there is no event of default on the part of Tenant under this Lease, Tenant shall not be disturbed in the quiet and peaceful possession of the Demised Premises.

13. INSURANCE

Tenant shall maintain at its own expense in full force and effect at all times during the Term of this Lease, including any renewal or extension thereof, for the mutual benefit of Landlord, Landlord's property manager (if any), and Tenant: (a) commercial general liability insurance (1986 ISO Form or its equivalent) with respect to the Demised Premises, with a single limit of liability not less than \$1,000,000 for each occurrence, subject to an annual aggregate limit of \$2,000,000; and (b) statutory worker's compensation insurance required by applicable law. Each policy of insurance maintained by Tenant will be issued by an insurance company acceptable to Landlord, and provide that such insurance will not be canceled unless thirty (30) days prior written notice is given to Landlord. The policies of insurance required to be maintained by Tenant hereunder, or acceptable certificates thereof, will be delivered to Landlord on or before the Commencement Date and at least thirty (30) days prior to the expiration date of any policy then in effect. All liability insurance policies Tenant is required to carry shall: (i) name Landlord and its officers, directors, trustees, sponsors, employees, and property manager (if any) as additional insureds, as such parties' interests may appear with respect to this Lease; and (ii) be primary as to the additional insureds and non-contributory with respect to any other insurance or self-insurance Landlord may maintain. Furthermore, all insurance policies shall include a waiver of all rights of subrogation against Landlord and have no deductible exceeding commercially reasonable limits. Tenant shall also carry the equivalent of ISO Special Form Property Insurance on Tenant's Property for full replacement value and with coinsurance waived. For purposes of this provision, the term "Tenant's Property" shall mean Tenant's personal property and fixtures, and improvements to the Demised Premises. Tenant shall neither have, nor make, any claim against Landlord for any loss or damage to Tenant's Property, regardless of the cause of the loss or damage. Landlord shall maintain insurance on the Building (but excluding Tenant's Property) providing coverage against damage and destruction as Landlord may from time to time deem appropriate in its sole discretion. Notwithstanding the above, Landlord's insurance requirements may be provided by a program of self-insurance.

14. MUTUAL WAIVER OF SUBROGATION, LIABILITY, AND INDEMNITY

Anything in this Lease to the contrary notwithstanding, Landlord hereby releases and waives unto Tenant (including all partners, stockholders, officers, directors, employees and agents thereof), its successors and assigns, and Tenant hereby releases and waives unto Landlord (including all partners, stockholders, officers, directors, employees and agents thereof), its successors and assigns, all rights to claim damages for any injury, loss, cost or damage to persons or to the Demised Premises or any other casualty, as long as the amount of such injury, loss, cost or damage has been paid either to Landlord, Tenant, or any other person, firm or corporation, under the terms of any property, general liability, or other policy of insurance, to the extent such releases or waivers are permitted under applicable law. As respects all policies of insurance carried or maintained pursuant to this Lease, Tenant and Landlord each waive the insurance carriers' rights of subrogation. It is covenanted and agreed that Landlord shall not be responsible or liable for any personal injury or damage to Tenant or any other person, or for any injury or damage to the Building, Demised Premises or to the goods, wares, merchandise or property of Tenant, or of any other person, contained therein, arising from any cause whatsoever, unless the same shall be due to the gross negligence or willful misconduct of Landlord, its agents or employees. Tenant agrees to indemnify and save Landlord harmless from all claims and

liability for losses of or damage to property, or injuries to persons occurring in or about the Demised Premises by Tenant's actions.

15. PERFORMANCE BY PARTIES

This Lease and the obligation of Tenant to pay Rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall not be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures, if Landlord is prevented or delayed from so doing by reason of governmental pre-emption in connection with any National Emergency declared by the President of the United States or his successors under the Constitution of the United States of America or in connection with any rule, order or regulation of any Department or Subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or any National Emergency, or by strikes, riots, or causes beyond the reasonable control of Landlord.

16. USE OF COMMON AREAS

Tenant shall have in common with the other tenants and/or occupants of the Building, the continued use and enjoyment of all Building entrances, Building exits, approaches and means of entrance or approach to the Demised Premises, and common corridors of the Building in which the Demised Premises are located, and same shall not be interfered with or interrupted by any act or assent of Landlord during the Term of this Lease. Should Tenant be the object of a protest, picketing or other action which limits access to the Building by other Tenants, their agents, employees, clients, patients, visitors, licensees, servants or guests, then Tenant shall be solely liable for any damage or loss incurred by Landlord or other tenants and/or occupants because of such action.

17. RIGHTS OF SUCCESSORS

The terms and conditions of this Lease shall inure to the benefit of and be binding upon the parties and their respective heirs, representatives, successors or permitted assigns. The terms "Landlord" and "Tenant" as defined herein shall be deemed to include the respective successors and assigns of the parties, and such terms shall be deemed to be singular or plural, masculine, feminine or neuter, as the case may be.

18. CANCELLATION

In the event of the death or disability of a sole proprietor Tenant, or all of the partners of a partnership or all of the shareholders of a professional association, constituting Tenant, then Tenant, at its option, may cancel this Lease upon ninety (90) day's prior written notice to Landlord, together with payment to Landlord of the Termination Fee at the time of delivery of such notice. Landlord and Tenant agree that the term "Termination Fee" shall mean the amount equal to the three (3) installments of Rent that would be due following the effective date of termination, plus Landlord's unamortized costs in connection with any improvement allowance, leasing commissions, and/or rental abatement amortized at a ten percent (10%) interest. Tenant agrees that the Termination Fee shall be a payment as liquidated damages and not as a penalty. Tenant shall be responsible for payment of sales tax, if any, due in connection with the payment of such Termination Fee. For purposes of this cancellation provision, "disability" shall mean that because of injury or sickness the sole proprietor, all partners, or all shareholders, as applicable, constituting Tenant cannot perform each of the material duties of his/her/their regular occupation and has been unable to do so for a period of at least three (3) consecutive months.

19. NOTICES

All notices required or permitted hereunder shall be in writing and be deemed to have been properly given if (a) deposited with a nationally recognized overnight courier with confirmation of delivery, (b) deposited with the United States Postal Service for delivery via certified or registered mail, return receipt requested, postage prepaid, and in the event of items (a) and (b) addressed to the receiving party, or (c) delivered personally to the receiving party, in the event of items (a), (b), and (c) at the address for such party for notice as set forth in Section 1.01 or to such other addresses as the parties may designate pursuant to this Section from time to time. Notices may be given on behalf of any party by such party's legal counsel.

20. SIGNS

Tenant shall not erect any outdoor sign or advertisement or other devices on the face of the Building, or Demised Premises, nor shall Tenant drill or deface the Building or expose any projection out of the windows or on the Building. Tenant shall not show or display any signs, posters or other material which shall be visible to persons in common areas, except signs which identify the Demised Premises and have been approved in writing by Landlord. Landlord may, at its option, exclusively provide all mutually agreed interior signs on or at doors to tenant suites, otherwise, Tenant shall have right to provide a single sign or lettered name on or at the door to his/her suite, provided that such sign or lettering shall be neatly, attractively, and professionally styled and constructed in only such design, color, size, character and material as approved by Landlord in writing, and solely at Landlord's option. Landlord will provide in the first floor lobby a directory which includes Tenant's name and location as well as a listing of Tenant's physicians' names. Any sign or directory changes shall be at Tenant's expense and subject to Landlord's prior approval.

21. EMINENT DOMAIN

If the Demised Premises or any material part thereof or any material estate therein or any other part of the Building materially and adversely affecting Tenant's use of the Demised Premises is taken by virtue of eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking, the Rent shall be apportioned as of said date and any Rent paid for any period beyond said date, shall be repaid to Tenant. Tenant shall not be entitled to any part of the award or any payment in lieu thereof. Nevertheless, Tenant shall have the right to make a separate claim with the condemning authority for loss of business, for the value of Tenant's personal property (other than its leasehold estate), and for moving and relocation expenses, provided that any such award shall not reduce the amount of the award otherwise payable to Landlord for the taking of the Building and/or the Demised Premises.

22. HOLDING OVER

Any holding over by Tenant after the Termination of this Lease shall operate as a month-to-month renewal of this Lease, and in such event the Monthly Base Rent may increase to one hundred fifty percent (150%) of the Monthly Base Rent in effect as of the end of the Term (plus sales tax, if any).

23. NOTICE OF TERMINATION NOT REQUIRED

Notwithstanding any provision of law or any judicial decision to the contrary, no notice shall be required to terminate this Lease on the date herein specified; and the Term hereof shall expire on the date herein provided without notice being required from either party.

24. PERSONALITY

It is covenanted and agreed that subject to Section 11 of this Lease, any and all tangible personal property of Tenant and improvements made to the Demised Premises by Tenant during the Term of this Lease shall remain the

property of Tenant and shall be removed by Tenant from the Demised Premises at the expiration or earlier termination of this Lease.

25. MODIFICATION

No modification, alteration or amendment to this Lease shall be binding unless in writing and executed by the parties hereto, their heirs, successors or permitted assigns.

26. PRIOR NEGOTIATIONS, ENTIRE AGREEMENT

It is agreed between the parties that neither Landlord nor Tenant nor any of their agents have made any statement, promises or agreements verbally or in writing in conflict with the terms of this Lease. Any and all representations by either of the parties or their agents made during negotiations prior to the execution of this Lease and which representations are not contained in the provisions hereof shall not be binding upon either of the other parties hereto. It is further agreed that this Lease contains the entire agreement between the parties and supersedes any prior lease between the parties for the Demised Premises.

27. LANDLORD'S RIGHTS

Landlord shall have the following rights, exercisable at its option and without notice (except as expressly provided herein to the contrary) and without being deemed an eviction or disturbance of Tenant's use or possession of the Demised Premises or giving rise to any claim for set-off or abatement of Rent: (a) to change the name or street address of the Building, upon thirty (30) days' prior written notice to Tenant; (b) to install, affix and maintain all signs on the exterior and/or interior of the Building; (c) to approve prior to installation, all types of signs, window shades, blinds, drapes, awnings or other similar items, and all internal lighting that may be visible from the exterior of the Demised Premises; (d) to display the Demised Premises to prospective tenants at reasonable hours during the last twelve (12) months of the Term; (e) to change the arrangement of entrances, doors, corridors, elevators and stairs in the Building, provided that no such change shall materially adversely affect access to the Demised Premises; (f) to prohibit the placing of vending or dispensing machines of any kind in or about the Demised Premises other than for use by Tenant's employees; (g) to close the Building after normal business hours, except that Tenant and its employees and invitees shall be entitled to admission at all times under such regulations as Landlord prescribes for security purposes; (h) to take any and all reasonable measures, including inspections and repairs to the Demised Premises or to the Building, as may be necessary or desirable in the operation or protection thereof; (i) to retain at all times master keys or pass keys to the Demised Premises; (j) to install, operate and maintain in common areas, security systems which monitor, by closed circuit television or otherwise, all persons entering and leaving the Building; (k) to have access for Landlord and other tenants and/or occupants of the Building to any mail chutes and boxes located in or on the Demised Premises according to the rules of the United States Post Office; and, (l) to install and maintain pipes, ducts, conduits, wires and structural elements located in the Demised Premises which serve other parts or other tenants and/or occupants of the Building.

28. PARKING

Landlord shall provide adequate parking areas as defined by applicable codes and ordinances. Landlord shall have the right to establish, and from time to time change, alter and amend and to enforce against Tenant and other users of said parking such reasonable rules and regulations (including the exclusion of employees' cars parking thereon) as may be deemed necessary or advisable for the property and efficient operation and maintenance of said parking areas. It is understood that the employees of Tenant shall not be permitted to park their automobiles in those automobile parking areas which shall from time to time be designated by Landlord for patrons of the Building. Landlord at all times shall have the right to designate the particular parking area to be used by any or all of such employees and any such designation may be changed from time to time. One (1) garage parking space shall be provided free of charge to Tenant for each physician of Tenant that practices out of the Demised Premises on a

regularly scheduled daily basis. For greater certainty, Tenant understands, acknowledges, and agrees that physicians of Tenant that do not maintain regularly scheduled office hours in the Demised Premises on a daily basis shall not be entitled to receive garage parking spaces free of charge. One (1) garage parking space per each 545 square feet of space in the Demised Premises may, at Landlord's sole discretion, also be provided for use by Tenant's staff, on a first-come, first-served basis, to the extent available.

29. LIENS

Tenant shall not permit any lien or claim for lien of any mechanic, laborer or supplier or any other lien to be filed against the Building (and/or the real property on which it is situated) or the Demised Premises, or any part of such property arising out of work performed, or materials provided to, or alleged to have been performed by or provided to, or at the direction of, or on behalf of Tenant. If any such lien or claim for lien is filed, Tenant shall within five (5) days after such filing either have such lien or claim for lien released of record or shall deliver to Landlord a bond or other security in form, content, amount, and issued by a company satisfactory to Landlord indemnifying Landlord, its property manager, if any, and other parties designated by Landlord against all costs and liabilities resulting from such lien or claim for lien and the foreclosure or attempted foreclosure thereof. If Tenant fails to have such lien or claim for lien so released or to deliver such bond to Landlord, Landlord, without investigating the validity of such lien, may pay or discharge the same and Tenant shall reimburse Landlord upon demand for the amount so paid by Landlord, including Landlord's expenses and attorneys' fees.

30. RELOCATION OF PREMISES

If the Demised Premises described herein contain less than 2,000 square feet, then following the initial twelve (12) months of the Term, Landlord may, on ninety (90) days prior notice to Tenant, require Tenant to relocate to other similarly improved space in the Building under the terms of this Lease, except the Monthly Base Rent will be adjusted for any variation in the square footage of the new premises. Landlord agrees to make reasonable effort to accommodate Tenant's requests regarding the location and size of said relocated premises. If Landlord and Tenant do not agree in writing within ten (10) days of Landlord's notice upon the terms and conditions of the relocation, then this Lease shall become null, void, terminated, and of no further effect ninety (90) days from the date of Landlord's notice. If Tenant has accepted possession of the Demised Premises, and agrees to relocate to the relocated premises, Landlord agrees to pay or credit expenses not to exceed the amount of Tenant's Monthly Base Rent for two (2) months as liquidated damages for Tenant's relocation expense, subject to adjustment based upon Landlord's authentication of Tenant's actual cost of moving. Upon Tenant's relocation to the relocated premises, all of the obligations of this Lease, including the payment of Rent (Monthly Base Rent be determined on a per square foot basis and applied to the relocated premises), will continue despite Tenant's relocation to the relocated premises, and this Lease will apply to the relocated premises as if such space had been the space originally described in this Lease.

31. ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Lease or sublet the Demised Premises (or any portion thereof) without the prior written consent of Landlord. It is not contemplated that the right to assign or sublet will be granted, and any such consent is at the sole discretion of Landlord. Any consent by Landlord shall be held to apply only to the specific transaction thereby authorized. Provided, however, that notwithstanding any such assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the Rent herein specified and for compliance with all of its other obligations under the terms, provisions, and covenants of this Lease. Upon the occurrence of a breach of this Lease, if the Demised Premises or any part thereof are then assigned or sublet, Landlord, in addition to any other remedies herein provided may at its option collect directly from such assignee or subtenant all rents becoming due to Tenant under such assignment or sublease and apply such rent against any sums due to it by Tenant hereunder, and no such collection shall be construed to constitute a novation or release of Tenant from the further performance of its obligations hereunder. Landlord may assign this Lease at its sole and absolute discretion.



32. RADON NOTICE PROVISION

In accordance with requirements of Section 404.056(5), Florida Statutes, the following notice is hereby given:

**RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

33. ESTOPPEL PROVISION

Tenant will from time to time, within ten (10) business days after being requested to do so by Landlord, execute, acknowledge and deliver to Landlord (or, at Landlord's request, to any existing or prospective purchaser, transferee, assignee or mortgagee of any or all of the Demised Premises, the Building (and/or the real property on which it is situated), any interest therein or any of Landlord's rights under this Lease) an instrument in recordable form, certifying (a) that this Lease is unmodified and in full force and effect (or, if there has been any modification thereof, that it is in full force and effect as so modified, stating therein the nature of such modification); (b) as to the dates to which the Monthly Base Rent and any additional rent and other charges arising hereunder have been paid; (c) as to the amount of any prepaid Monthly Base Rent or any credit due to Tenant hereunder; (d) that Tenant has accepted possession of the Demised Premises, and the date on which the Term of this Lease commenced; (e) as to whether, to the best knowledge, information and belief of the signer or such certificate, Landlord or Tenant is then in default in performing any of its obligations hereunder (and, if so, specifying the nature of each default); and (f) as to any other fact, condition, and/or information reasonably requested by Landlord or such other addressee. Such instrument shall contain an express acknowledgment that the statements contained therein are being relied upon by Landlord and any such other addressee.

34. ESTOPPEL WAIVER

The rights of Landlord under the foregoing shall be cumulative and the failure on the part of Landlord to exercise properly any rights given hereunder shall not operate to forfeit any of such rights.

35. TRANSFER OF CONTROL OF TENANT

(a) The parties to this Lease acknowledge and agree that Landlord has entered into this Lease with the understanding that Tenant intends to practice medicine within the Demised Premises, which practice shall be conducted and controlled by the physician(s) who currently conduct and control such practice. Tenant further acknowledges and agrees that Landlord would not have entered into this Lease without having the right to terminate the Lease as set forth in this Paragraph 35.

(b) Tenant agrees that Landlord shall have the right to terminate this Lease as follows:

(i) If Tenant is a sole proprietorship, corporation or partnership and if any transfer, sale, pledge or other disposition of a substantial portion of Tenant's tangible and/or intangible business assets occurs, then Tenant shall immediately notify Landlord and Landlord shall have the right at any time during the remainder of the Term and any renewals thereof, at its option, to terminate this Lease upon sixty (60) days notice.

(ii) If Tenant is a corporation and if any transfer, sale pledge or other disposition of any of the common stock of Tenant shall occur, or power to vote said stock shall be changed, then Tenant shall immediately notify Landlord and Landlord shall have the right at any time during the remainder of the Term and any renewals thereof, at its option, to terminate this Lease upon sixty (60) days notice to Tenant.

(iii) If Tenant is a partnership, and if any transfer, sale, pledge or other disposition of any partnership interest in Tenant shall occur, then Tenant shall immediately notify Landlord and Landlord shall have the right at any

time during the remainder of the Term and any renewals thereof, at its option, to terminate this Lease upon sixty (60) days notice to Tenant.

(c) Tenant further acknowledges and agrees that Landlord's exercise of its rights to terminate this Lease pursuant to this Paragraph 35 shall be at the sole discretion of Landlord.

(d) No course of dealing between Landlord and Tenant and no failure or delay on the part of Landlord to exercise the termination right available hereunder shall impair Landlord's right to exercise such right in the future or operate as a waiver of such termination right.

36. VENUE

This Lease shall be construed, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of Florida; provided, however, that the conflicts of law principles of the State of Florida shall not apply to the extent that they would operate to apply the laws of another state. Venue shall lie in Jacksonville, Duval County, Florida.

37. CONSENT OR WAIVER

No consent or waiver, express or implied, by a party hereto or any breach or default by the other party in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party. The giving of consent by a party in any one instance shall not limit or waive the necessity to obtain such party's consent in any future instance.

38. SEVERABILITY

If any provision of this Lease is held to be illegal, invalid or unenforceable under present or future laws effective during the Term hereof, including any renewal or extension thereof, such provision shall be fully severable and this Lease shall, to the extent possible and without destroying the intent of this Lease, be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision as similar as possible in terms to such illegal, invalid or unenforceable provision. There shall be added automatically as a part of this Lease a legal, valid and enforceable provision as similar as possible in terms to such illegal, invalid or unenforceable provision.

39. USE

Tenant shall use the Demised Premises only for the Permitted Use and for no other purpose without the prior written consent of Landlord. Tenant agrees to operate its business on the Demised Premises during the Term, including any renewal or extension thereof, in a reputable manner in compliance with all applicable laws, ordinances, regulations and orders, and with all mortgages, leases, covenants and other matters shown on the public records.

40. USE LIMITATIONS

Tenant hereby covenants and agrees to comply with the Ethical and Religious Directives for Catholic Health Care Services and that, at no time during the Term, including any renewal or extension thereof, shall the Demised Premises be used to perform any of the acts described below and each of such acts is hereby expressly prohibited: (a) any act which, by chemical or mechanical or surgical means, has the primary, intended result of terminating a fetal or embryonic pregnancy or causing a miscarriage; (b) any act which, by chemical, mechanical or surgical means, has the primary intended result of permanent sterilization; (c) donor inseminations of semen or insemination of semen that is totally artificial or experimentation or fertilization with human semen. The violation of

any one or more of these restrictions shall be considered an event of default under this Lease by Tenant and grounds for Landlord to exercise its remedies provided for in this Lease. All physician occupants and physician users of the Demised Premises shall at all times be members of the active medical staff of Landlord's hospital known as [REDACTED]. Notwithstanding anything contained in this Lease to the contrary, In no event shall Tenant perform the following services within the Demised Premises without the prior written consent of Landlord, which consent may be granted or withheld by Landlord in its sole discretion: magnetic resonance imaging (MRI), computerized tomography (CT), ultrasound (other than obstetrics) or other imaging services (other than orthopedic surgeons), invasive and/or intravascular procedures (other than endoscopy), [mammography], osteoporosis screening services, digital radiology (other than orthopedic surgeons), occupational therapy, [nuclear medicine], any procedure requiring anesthesia, including conscious sedation, a facility providing urgent or emergency care services as its principal function, pulmonary function studies, health or fitness center, and any State of Florida covered clinical service) (the "Prohibited Services"). From time to time, Landlord may, in a written notice to Tenant, add to, delete from or otherwise modify the list of examples of Prohibited Services set forth herein included in the definition of Prohibited Services, and any such activities or procedures so added and identified to Tenant shall thereafter become Prohibited Services.

41. NON-RECORDATION

This Lease may not be recorded without Landlord's prior written consent, but Tenant agrees, upon the request of Landlord, to execute a memorandum hereof for recording purposes.

42. SALE OF DEMISED PREMISES OR BUILDING

Landlord may sell the Demised Premises or the Building without affecting the obligations of Tenant hereunder; upon the sale of the Demised Premises or the Building, Landlord shall be relieved of all responsibility for the Demised Premises and shall be released from any liability thereafter accruing under this Lease.

43. TIME IS OF THE ESSENCE

Time is of the essence in the performance of all obligations under the terms of this Lease.

44. SATISFACTION OF JUDGMENTS AGAINST LANDLORD; LIMITATION ON DAMAGES

If Landlord, or its employees, officers, directors, stockholders or partners are ordered to pay Tenant a money judgment because of Landlord's default under this Lease, said money judgment may only be enforced against and satisfied out of: (a) Landlord's interest in the Building in which the Demised Premises are located; and (b) any insurance or condemnation proceeds received because of damage or condemnation to, or of, said Building that are available for use by Landlord. No other assets of Landlord or said other parties exculpated by the preceding sentence shall be liable for, or subject to, any such money judgment. Notwithstanding any other provisions in this Lease, Landlord shall not be liable to Tenant for any special, consequential, incidental or punitive damages.

45. JURY TRIAL WAIVER

Landlord and Tenant each hereby irrevocably, knowingly and voluntarily waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other or their successors in respect to any matter arising out of or in connection with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim for injury or damage, or any emergency or statutory remedy.

46. HEALTHCARE PROVISIONS

(a) Avoidance of Violations; Modification. Notwithstanding any provision of this Lease, the parties shall not violate any applicable laws, rules, or regulations, including those relating to Medicare, Medicaid, similar Florida programs, or the provision of health care or medical services. The parties shall modify this Lease to the extent necessary to comply with such laws, rules, and regulations.

(b) Fair Market Value Remuneration; Anti-kickback. Any remuneration exchanged between the parties shall at all times be commercially reasonable and represent fair market value for rendered services, purchased items, or leased premises. Notwithstanding any provision of this Lease, no remuneration exchanged between the parties shall be determined in a manner that takes into account (directly or indirectly) the volume or value of any referrals or any other business generated between the parties.

(c) Lease Safe Harbor. It is the intent of the parties that this Lease comply with the safe harbor requirements contained in 42 CFR §§ 1001.952 and 411.357. Consequently, (i) this Lease is in writing, specifies the premises covered, and represents the entire agreement between the parties, (ii) if this Lease allows access/use for only periodic intervals rather than on a full-time basis, it specifies the schedule with the precise length and rent for such intervals, (iii) the amount leased does not exceed what is necessary for Tenant's legitimate business purposes and is used exclusively by Tenant during the specified time periods, (iv) the Term of this Lease is for at least 1 year, and (v) the Rent hereunder is set in advance, is commercially reasonable and consistent with the fair market value, and is not based on the volume or value of referrals or business generated between the parties.

(d) Referrals. Nothing contained herein requires the referral of any patient between the parties. Each party retains the right, in its sole discretion, to refer patients to any person or entity deemed appropriate for their care and treatment.

47. BROKERAGE

Tenant represents and warrants that it has not dealt with any real estate broker, finder or other person with respect to this Lease in any manner, except the Broker(s) identified in Section 1.01J. Tenant shall indemnify and hold Landlord harmless from any and all damages resulting from claims that may be asserted against Landlord by any other Broker(s), finder(s) or other person (including, without limitation, any substitute or replacement broker claiming to have been engaged by Tenant in the future), claiming to have dealt with Tenant in connection with this Lease or any amendment or extension hereto, or which may result in Tenant leasing other or enlarged space from Landlord. The provisions of this paragraph shall survive the termination of this Lease.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective as of the Effective Date.

WITNESSES

Printed Name: Tina Marie Tobin  
Tina Marie Tobin  
Printed Name: Sue Riggins  
Sue Riggins

Loren Z. Clayman, M.D.  
Mark Clayman, M.D.

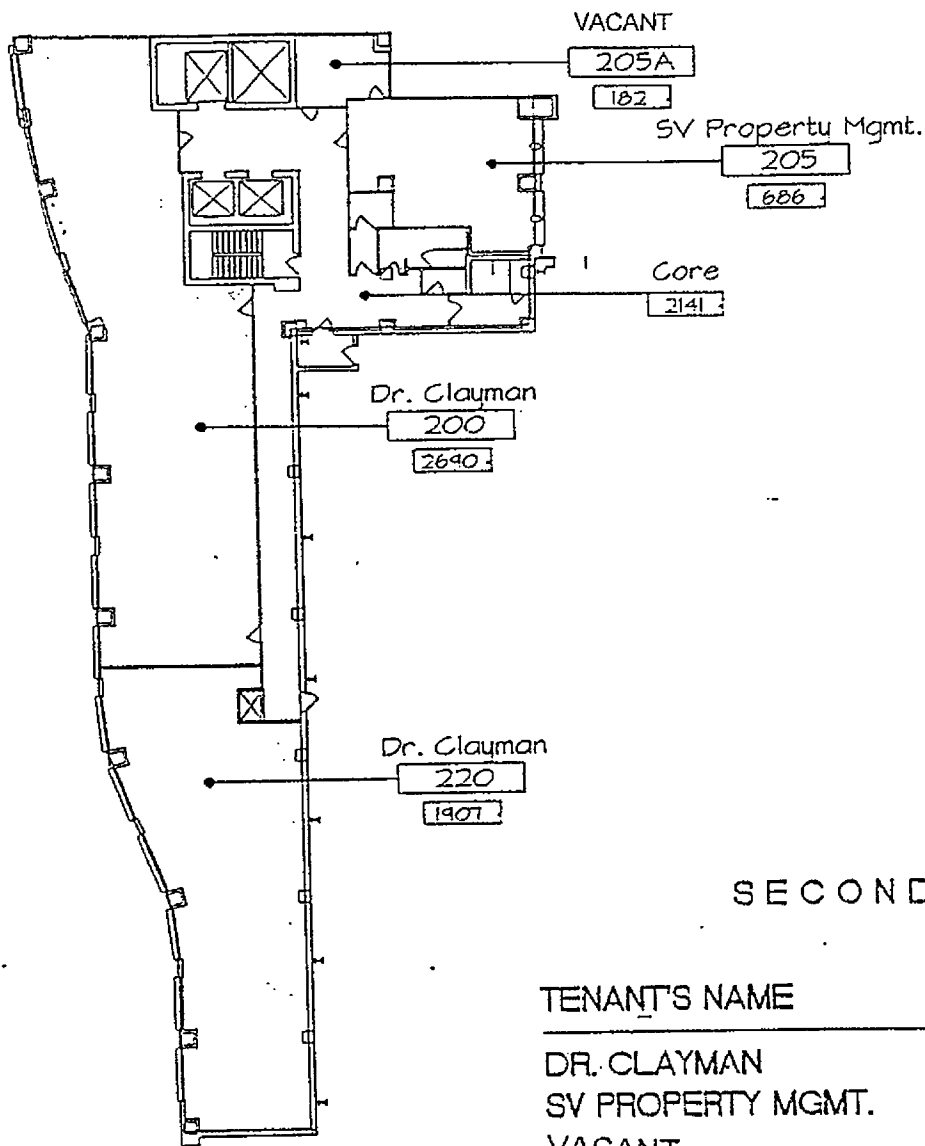
Name: Loren Z. Clayman MD  
Title: President  
Name: Mark Clayman MD  
Title: Physician  
Date: 3/10/14  
"TENANT"

WITNESSES

Carol Piclano  
Printed Name: Carol Piclano  
Michelle McCannondelaris  
Printed Name: Michelle McCannondelaris

St. Vincent's Medical Center, Inc., a Florida corporation

By: [Signature]  
Date: 4/2/14  
Name: [Signature]  
Title: CFO  
"LANDLORD"



## SECOND FLOOR



TENANT'S NAME	SUITE NO	AREA
DR. CLAYMAN	200	2,690
SV PROPERTY MGMT.	205	686
VACANT	205A	182
DR. CLAYMAN	220	1,907
TOTAL		5,465
CORE		2,141
TOTAL		7,606

SK-2



DEPAUL TENANT SPACES  
ST. VINCENT'S MEDICAL CENTER  
JACKSONVILLE, FL

Date: 12/9/03 LS  
Scale: 1/32"=1'-0"  
Project: 1437.12  
Ref.Dwg: P:\STVMC\2\2OVERALL.CANNON

EXHIBIT A

**Exhibit B**  
**Rules and Regulations**

1. Sidewalks and public portions of the Building such as doorways, vestibules, halls, stairways and other similar areas shall not be even temporarily obstructed by tenants or used by any tenant for any purpose other than ingress and egress to and from the tenant's demised premises and for going from one to another part of the Building.
2. The water closets and wash basins and other plumbing fixtures shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by a tenant shall be paid by such tenant, and Landlord shall not in any case be responsible therefore.
3. No signs, advertisements or notices shall be painted or affixed by tenant on or to any windows or doors or any other part of the Building. No part of the Building shall be defaced by tenants. No curtains or other window treatments shall be placed between the glass and the Building standard window treatments or blinds.
4. The tenant shall not in any way deface any part of its demised premises or the Building.
5. Tenant shall not use any method of heating or air conditioning other than as provided by Landlord of any dedicated systems approved by Landlord.
6. Tenant shall comply with all safety, fire protection and evacuation regulations established by Landlord or any applicable governmental agency.
7. Landlord will provide and maintain an alphabetical directory in the first floor (main lobby) of the Building and in the elevator lobby of each multi-tenant floor of the Building and no other directory on a multi-tenant floor shall be permitted unless previously consented to by Landlord in writing.
8. Landlord shall provide all locks for entry suite doors in each tenant's demised premises and no tenant shall place any additional lock or lock on the entry suite doors in its demised premises. Keys to the entry suite locks in each tenant's demised premises shall be furnished by Landlord to each tenant and the tenants shall not have any duplicate keys made. Any interior door locks are the responsibility of the tenant. Upon termination of a lease, the tenant shall surrender to Landlord all keys to the demised premises and give to Landlord the combinations of all locks for safes, safe cabinets and vault doors, if any, in the demised premises.
9. Subject to the terms and conditions of the Lease, with respect to work being performed by tenants in the demised premises with the approval of Landlord, all tenants will refer all contractors, contractor's representatives and installation technicians rendering any service to them to Landlord for Landlord's supervision, approval and control, before the performance of any contractual services. This provision shall apply to all work performed in the Building, including, but not limited to, installations of telephones or cabling equipment, electrical devices and attachments, and any and all installation so every nature effecting, floors, walls, woodwork, trim, windows, ceilings, equipment and any other physical portions of the Building.
10. Movement in or out of the Building of furniture, office equipment or the dispatch or receipt by tenants of any bulky material or merchandise or materials which require use of elevators or stairways or movement through the Building entrances or lobby shall be reasonably coordinated with the Landlord. All such movement shall be under the supervision of Landlord and in the manner agreed between the tenant and Landlord by prearrangement before performance. All damages done to the Building by taking in or putting out any

property of a tenant, or done by a tenant's property while in the Building, shall be repaired at the expense of such tenant.

11. No tenant shall not overload any floor. Tenants shall obtain Landlord's consent before bringing any safes, freight furniture or bulky articles into the Building and Landlord can specify to tenants the location for the placement of such articles. All removals, or the carrying out of any safes, freight, furniture or bulky matter of any description must take place during the hours which Landlord or its agent may determine from time to time. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part.
12. Each tenant shall cooperate with Landlord's employees in keeping its demised premises neat and clean. Tenants shall not employ any person other than the Building's cleaning and maintenance personnel for the purpose of such cleaning. Landlord shall be in no way responsible to the tenants, their agents, employees or invitees for any loss of property from the demised premises or public areas or for any damages to any property thereon from any cause whatsoever, unless due to the gross negligence or intentional misconduct of Landlord.
13. Should tenant require telegraphic telephonic, enunciator or other communication services, Landlord will direct the electrician as to where and how wires are to be introduced and placed, and none shall be introduced or placed except as Landlord shall reasonably direct.
14. Tenants shall not make or permit any improper noises in the Building or otherwise interfere in any way with other tenants or persons having business with other tenants in the Building.
15. No portion of any tenant's demised premises shall at any time be used or occupied as sleeping or lodging quarters, except in connection with a sleep therapy center.
16. Landlord will not be responsible for lost or stolen personal property, money, or jewelry from tenants' demised premises or public areas, regardless of whether such loss occurs when the area is locked against entry or not, unless due to the gross negligence or intentional misconduct of Landlord.
17. No show cases, specimen containers, waster containers, or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the public halls, corridors or vestibules without the prior written consent of Landlord.
18. No bicycles, vehicles or animals, birds or fish of any kind shall be brought into or kept in or about the demised premises, except for service animals as described by the American's for Disabilities Act. No cooking shall be done or permitted by any tenant on the demised premises except in conformity to law and then only in the utility kitchen, if any, as set forth in such tenant's layout, which is to be primarily used by such tenant's employees for heating beverages or light snacks and using Underwriters' Laboratory approved equipment. No tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeate from its demised premises.
19. No tenant, nor any of its servants, employees, agents, visitors, or licensees shall at any time bring or keep upon the demised premises any inflammable, combustible or explosive fluid, or chemical substance, other than reasonable amounts of cleaning fluids or solvents required in the normal operation of such tenant's business offices.
20. Landlord shall have the right to prohibit any advertising by tenants which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices and upon written notice from Landlord, tenants shall refrain from or discontinue such advertising.



21. Canvassing, soliciting and peddling in the Building are prohibited and tenants shall cooperate to prevent the same.
22. Neither tenant, nor any of tenant's servants, employees, agents visitors, patients, invitees or licensees shall at any time light, use or smoke cigarettes, cigars or other tobacco products in or about the public portion of the Building, including without limitations, parking areas, entrances, passages, walkways, restrooms, lobbies, courts elevators, vestibules, stairways, corridors and halls. Landlord may take all appropriate steps to enforce such "no smoking" policy including posting of no smoking signs, demanding that persons who violate the "no smoking" policy cease and desist from such violation and removing violators from the Building.
23. Subject to the terms and conditions of the Lease, Landlord reserves the right to rescind any of these Rules and Regulations and to make such other and further rules and regulations as in its good-faith judgment shall from time to time be needed for the safety, protection, care and cleanliness of the property, the operation thereof, the preservation of good order therein, and the protection and comfort of the tenants and their agents, employees and invitees, which rules and regulations, when made and written notice thereof is given to a tenant, shall be binding upon such tenant in like manner as if originally herein prescribed.

# **EXHIBIT 2**



*St. Vincent's Health System*

## NOTICE OF NON-RENEWAL OF LEASE

Date: August 1, 2018

To: Loren Z. Clayman, M.D. and Mark Clayman, M.D.  
2 Shircliff Way, Suite 200 and 220  
Jacksonville, FL 32204

From: St. Vincent's Medical Center, Inc.  
3 Shircliff Way, Suite 533  
Jacksonville, FL 32204

Re: Property located at 2 Shircliff Way, Suite 200 and 220, Jacksonville, FL 32004

This letter serves as notice that the current Lease Agreement for the above described premises will expire at midnight on **January 31, 2019** and that this lease will not be renewed. No option for month-to-month tenancy is offered at this time and there is no vacant space available that would accommodate your practice. St. Vincent's is experiencing quite a bit of growth and this space will be needed for our future plans.

You are required to surrender the premises to **St. Vincent's Medical Center, Inc.** upon lease expiration. Please return the premises to the same condition as you found it upon move-in, normal wear and tear excepted. Also, all keys will need to be returned when vacating premises.

Any refunds due to you after deducting for repairs and unpaid rent (if applicable) will be sent to your new address within 30 days after you turn over the property to us. If you do not provide a new address, any refund will be mailed to your last known address.

Failure to surrender the premises on the date expiration date may result in forfeiture of your deposits and proceedings for immediate eviction.

If you have any questions, please do not hesitate to contact the Real Estate Department at the number below.

Thank you.

Cristie Meyer • Real Estate Portfolio Manager  
Jacksonville Market

3 Shircliff Way • Dillon 533 • Jacksonville •  
Florida • 32204  
904/308-5749

# **EXHIBIT 3**

**Jason Mehta**  
Partner  
jmehta@bradley.com  
813.559.5532 direct  
904.888.0370 cell



January 14, 2019

**SENT VIA CERTIFIED MAIL AND FEDERAL EXPRESS**

Loren Z. Clayman, M.D. and Mark Clayman, M.D.  
2 Shirecliff Way, Suite 200 and 220  
Jacksonville, FL 32204

Dear Drs. Clayman,

This letter is another reminder of your obligation to vacate the premises of 2 Shirecliff Way, Suite 200 and 220, Jacksonville, Florida 32204 no later than midnight on January 31, 2019. Pursuant to the attached lease agreement and the attached August 1, 2018 correspondence from St. Vincent's Medical Center, there will be no renewal of this lease.

We are in receipt of Ms. Clayman's January 9, 2019 letter in which she expressed a desire for an extension to the lease. Unfortunately, despite our appreciation for the work that the Claymans have done over the years, we are unable to extend the lease terms. As we indicated in our August 1, 2018 correspondence to you, "No option for month-to-month tenancy is offered at this time and there is no vacant space available that would accommodate your practice. St. Vincent's is experiencing quite a bit of growth and this space will be needed for our future plans."

St. Vincent's hopes that it can end its long-standing relationship with your practice amicably. To that end, St. Vincent's is committed to expeditiously completing its inspection period upon surrender of the property and return of refunds, if any. Nonetheless, should the parties be unable to amicably separate, St. Vincent's is prepared to exercise the maximum extent of its legal rights to resume control over the property and use the property for other uses. Should St. Vincent's be required to resort to legal remedies, including eviction proceedings, St. Vincent's will seek to recover its costs and expenses, including attorneys' fees, as envisioned by the lease.

Again, we appreciate your relationship with St. Vincent's over the years and your service to the community. We regret that we are unable to extend this relationship further, but we look forward to hearing of your practice's successes elsewhere in the community.

Should you have any questions, please contact me at 813-559-5532 or via email at jmehta@bradley.com.

Very respectfully,

A handwritten signature in black ink that reads "Jason Mehta".

Jason Mehta

Enclosures

4841-6814-4773.1

## LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into this 1<sup>st</sup> day of February 2014 ("Effective Date"), by and between St. Vincent's Medical Center, Inc., a Florida corporation not for profit ("Landlord") and Loren Z. Clayman, M.D. and Mark Clayman, M.D. ("Tenant").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### 1. FUNDAMENTAL DEFINITIONS AND PROVISIONS AND IDENTIFICATION OF EXHIBITS

#### 1.01 Basic Lease Provisions

Certain fundamental definitions and provisions of this Lease are presented in this Section 1.

- A. Demised Premises: Approximately 5,065 square feet
- Suite: 200/220  
Building: DePaul Building  
Street Address: 2 Shircliff Way  
City/County: Jacksonville, Duval  
State/Zip Code: FL 32204
- B. Landlord's address for notices: St. Vincent's Medical Center, Inc.  
Attn: Property Manager  
2 Shircliff Way, Suite 525  
Jacksonville, Florida 32204
- C. Rent payment address: St. Vincent's Medical Center, Inc.  
c/o Property Management  
P.O. Box 40064  
Jacksonville, FL 32203-0064
- D. Tenant's address for notices: Loren Z. Clayman, M.D.  
2 Shircliff Way, Suite 200  
Jacksonville, FL 32204
- E. Term: 60 months
- F. Commencement Date: February 1, 2014
- G. Expiration Date: January 31, 2019
- H. Permitted Use: Tenant may use the Demised Premises for a Plastic Surgery Practice office and for no other purpose.
- I. Monthly Base Rent: Monthly Base Rent for the initial Term is payable in monthly installments on the first (1<sup>st</sup>) day of each month in accordance with the following schedule:

FROM MONTH	THROUGH MONTH	SQUARE FEET	AMOUNT PER SQUARE FOOT*	MONTHLY BASE RENT*	WITH SALES TAX
Commencement Date	12	5,065	\$22.17	\$9,357.59	\$10,012.62
13	24	5,065	\$22.61	\$9,544.74	\$10,212.87
25	36	5,065	\$23.07	\$9,735.63	\$10,417.12
37	48	5,065	\$23.53	\$9,930.34	\$10,625.46
49	Expiration Date	5,065	\$24.00	\$10,128.95	\$10,837.98

\* Plus applicable State of Florida Sales Tax

J. Brokers: N/A

K. Security Deposit: \$9,357.59

1.02 Identification of Exhibits

The exhibits set forth below and attached to this Lease are incorporated and made a part hereof by reference:

Exhibit A. Plan showing Demised Premises  
Exhibit B. Rules and Regulations

2. DEMISED PREMISES

2.01. Lease of Demised Premises

Landlord, in consideration of the rents, covenants and agreements contained herein, hereby leases to Tenant and Tenant hereby accepts and leases from Landlord the Demised Premises identified in Section 1.01A, and as more particularly shown on Exhibit A attached hereto.

2.02 Tenant acknowledges that it has thoroughly inspected the Demised Premises and Tenant hereby accepts the Demised Premises in its existing "AS IS" condition with all faults. Landlord makes no representation as to the conditions of the Demised Premises and Tenant acknowledges and agrees that Landlord is under no duty or obligation to make any improvements to the Demised Premises. The parties acknowledge that all square foot measurements are approximate and agree that the square footage figures in Section 1.01A shall be conclusive for all purposes with respect to this Lease.

3. TERM

The Term of this Lease commences on the Commencement Date set forth in Section 1.01F and unless sooner terminated in accordance with terms of this Lease, expires on the Expiration Date set forth in Section 1.01G. Notwithstanding the foregoing to the contrary, unless either party gives written notice of termination to the other party prior to the Expiration Date, the Term of this Lease will automatically extend for an additional period of twelve (12) months (the "Extension Term") upon the same terms and conditions except that (i) the Expiration Date shall be extended by such twelve (12) month period, (ii) the Monthly Base Rent shall increase by two percent (2%) over the Monthly Base Rent rate in effect immediately prior to such extension, and (iii) Landlord may terminate the Extension Term upon sixty (60) day's prior written notice to Tenant.

#### 4. RENT AND SECURITY DEPOSIT

##### 4.01 Payment of Rent

Tenant agrees to pay to Landlord, monthly in advance on the first day of each month of the Term and any renewal or extension thereof, at the address shown in Section 1.01B, or at such other place designated by Landlord, without any prior notice or demand and without any deduction whatsoever, the Monthly Base Rent stated in Section 1.01I, and all other charges, costs and sums required to be paid by Tenant to Landlord under this Lease, together with all sales taxes owed in connection therewith. All such other charges, costs and sums, including without limitation, all required sales taxes, shall be considered additional rent and together with the Monthly Base Rent are collectively referred to herein as the "Rent."

For each Rent payment that is received by Landlord more than seven (7) days after its due date, Tenant shall be subject to a late payment fee equal to five percent (5%) of such Rent due. Receipt of the late payment fee shall not act as a waiver of Tenant's default to Landlord, nor shall the late payment fee off-set legal fees that are the responsibility of Tenant. The waiving by Landlord of the collection of any late payment fee shall not preclude Landlord from the collection of any other late payment fee. Tenant's covenant to pay Rent shall be independent of every other covenant in this Lease.

##### 4.02 Pro Rata Rent

In the event the Commencement Date as defined in Section 3 is not the first day of a month, Tenant shall pay to Landlord pro rata Rent for that portion of the month, which shall be computed by multiplying the monthly Rent by a fraction, the numerator of which shall be the number of days of Tenant's occupancy of the Demised Premises in the partial month and the denominator of which shall be 30.

##### 4.03 Operation and Maintenance Expenses

Costs incurred by Landlord in the provision of services to occupants and/or tenants of the Building and in the operation, repair and maintenance of the Building, and common areas allocable to the Demised Premises are included in the Monthly Base Rent. Any information technology needs (i.e., telephone, computer, data cabling, etc.) or Internet connectivity required by Tenant shall be solely at Tenant's expense and Tenant's vendor must be approved by Landlord prior to the commencement of work.

##### 4.04 Security Deposit

Tenant shall deposit with Landlord a Security Deposit simultaneously with Tenant's execution of this Lease in the amount set forth in Section 1.01K, which sum Landlord shall retain as security for the performance by Tenant of each of its obligations hereunder. The Security Deposit shall not bear interest. If Tenant at any time fails to perform any of its obligations under this Lease, including its Rent or other payment obligations, its restoration obligations, or its insurance and indemnity obligations, then Landlord may, at its option, apply the Security Deposit (or any portion) to cure Tenant's default or to pay for damages caused by Tenant's default. If this Lease has been terminated, then Landlord may apply the Security Deposit (or any portion) against the damages incurred as a consequence of Tenant's breach. The application of the Security Deposit shall not limit Landlord's remedies for default under the terms of this Lease. If Landlord depletes the Security Deposit, in whole or in part, prior to the Expiration Date or any earlier termination of this Lease, then Tenant shall restore immediately the amount so used by Landlord. Unless Landlord uses the Security Deposit to cure a default of Tenant, to pay damages for Tenant's breach of this Lease, or to restore the Demised Premises to the condition to which Tenant is required to leave the Demised Premises upon the expiration or any termination of this Lease, then Landlord shall, within thirty (30) days after the Expiration Date or any termination of this Lease, refund to Tenant any funds remaining in the Security Deposit. Tenant may not credit the Security Deposit against any month's Rent.



## 5. COVENANTS OF TENANT

Tenant hereby covenants and agrees with Landlord that Tenant: (a) will pay the Rent herein reserved at the times and in the manner aforesaid; (b) will not use or permit the Demised Premises to be used for any illegal purpose but only for the Permitted Use; (c) will not permit any disturbance, noise, odor, or annoyance whatsoever, detrimental to the Demised Premises or to the comfort of the other occupants or tenants of the Building or its neighbors; (d) will not make or permit any disfigurement or defacement or injury to any part of the Demised Premises; (e) will not make any alterations of the Demised Premises without the prior written consent of Landlord; (f) will exercise all reasonable care in the use of halls, stairs, elevators and other parts of the Building used in common with other tenants in the Building; (g) will not assign this Lease or sublet the whole or any part of the Demised Premises or mortgage this Lease, without the prior written consent of Landlord; (h) will permit Landlord, its agents or employees at all reasonable times to enter upon the Demised Premises to view the condition of the Demised Premises, to make repairs or alterations to the Demised Premises or other parts of the Building, or show the Demised Premises to prospective tenants or purchasers; (i) will, at the expiration of the Term, without demand, quietly and peaceably deliver up the possession of the Demised Premises in good repair and condition, reasonable wear and tear excepted; (j) will take, or join with Landlord in taking, all reasonable measures to conserve energy used in the operation of Building; (k) will faithfully observe and comply with the Rules and Regulations attached hereto as Exhibit B and such additional rules and/or modifications adopted by Landlord from time to time, provided Landlord shall not be responsible to Tenant for nonperformance of such Rules and Regulations by the other tenants or occupants of the Building; (l) will commit no act of waste, and shall take good care of the Demised Premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the Demised Premises, conform to all laws, orders and regulations of any governmental authority; (m) will ensure that all infectious and hazardous waste products, all items contaminated with blood and other body fluids and all contaminated sharps (syringes, scalpels, etc.) used or stored by Tenant on the Demised Premises are appropriately segregated in approved containers and disposed of in accordance with all applicable laws and otherwise in a manner approved by Landlord; (n) will comply with all applicable biohazardous waste disposal laws and regulations; (o) will not use the Demised Premises in any manner which may invalidate or increase the amount of premiums for any policy of insurance affecting the Building, and if any additional amounts of insurance premium are incurred, Tenant will pay to Landlord the additional amount on demand, provided such payment shall not authorize such use; (p) will take all reasonable care to conserve the Demised Premises by assuring that material not intended for introduction into the sanitary sewer system (such as sanitary napkins and disposable diapers) are excluded from same; (q) will ensure that no carts or wheeled equipment are introduced into the Demised Premises or common areas which are not equipped with full bumper (4 sides) systems; (r) comply with all applicable laws, ordinances and regulations affecting the Demised Premises, whether now existing or hereafter enacted and, (s) will not in any manner deface or damage the Building or Landlord's other property.

In addition to the foregoing, Tenant covenants and agrees that Tenant will keep and maintain the Demised Premises at all times in compliance with all applicable environmental laws. Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically active or other hazardous substances, or materials in, on, or about the Demised Premises, Building, or the land on which the Building is situated. Tenant shall not allow the storage or use of such hazardous substances or materials in any manner not sanctioned by law or in compliance with the highest standards prevailing in the industry for the storage and use of such hazardous substances or materials, nor allow to be brought onto Landlord's property any such hazardous substances or materials except to use in the ordinary course of Tenant's business, and then only after written notice is given to Landlord of the identity of such hazardous substances or materials. No such notice shall be required, however, for commercially reasonable amounts of ordinary office supplies and janitorial supplies. Tenant shall execute affidavits, representations and the like, from time to time, at Landlord's request, concerning Tenant's best knowledge and belief regarding the presence of hazardous substances and/or materials in the Demised Premises. Tenant, at Tenant's sole expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities now or hereafter in force, which shall impose any duty upon Landlord or Tenant with respect to the use or occupation of the Demised Premises or alteration of the Premises to accommodate persons with special needs, including using all reasonable efforts to comply with The Americans With Disabilities Act.

6. COVENANTS OF LANDLORD

Landlord hereby covenants with Tenant that as long as Tenant is not in default hereunder, Landlord shall provide the following services: (a) reasonable heat and air conditioning in the Demised Premises which, in Landlord's reasonable judgment, is sufficient to heat and cool the Demised Premises for Tenant's comfortable use and enjoyment, provided, however, provided that, heating and cooling conforming to any governmental regulation prescribing limitations thereon shall be deemed to comply with this service; (b) city water (if available from the city mains) from the regular Building fixtures for drinking, lavatory and toilet purposes only; (c) electricity (if available from the utility supplier) for normal doctors office usage as determined in Landlord's reasonable judgment, provided any additional capacity or usage shall be provided at the option of Landlord and at the sole cost of Tenant; (d) Landlord will keep the Building in good and substantial repair except where repairs are required because of the negligence or fault of Tenant or Tenant's agents, employees, clients, patients, visitors, licensees, servants or guests; (e) in multi story buildings, passenger elevator service in common with other tenants of the Building; and (f) janitorial service five (5) times per week for office and common area cleaning, excluding Landlord observed holidays.

Landlord will keep the mechanical and electrical systems required to deliver the above services in good and substantial repair. Where such repairs are required because of the negligence or fault of Tenant or Tenant's agents, employees, clients, patients, visitors, licensees, servants or guests, Landlord shall complete the repair and shall bill Tenant for the cost of repair. Such costs shall be considered additional rent under paragraph 4.01 of this Lease.

7. QUIET ENJOYMENT

So long as Tenant shall keep and perform each and every covenant and condition in this Lease required to be kept and performed by Tenant, Tenant may quietly hold and enjoy the Demised Premises without any interruption by Landlord.

8. DAMAGE OR DESTRUCTION

If the Demised Premises is damaged or destroyed by fire or other casualty:

(a) If restoration is possible, within a reasonable period of time, as determined solely by Landlord: (i) Landlord will restore at Landlord's expense, beginning and prosecuting such restoration until completion with reasonable promptness and diligence, and (ii) if the Demised Premises are untenable, during such restoration, the Rent hereunder shall be abated to the extent and for the period such untenable condition continues. If such damage or destruction shall result from the fault of Tenant, or Tenant's agents, employees, clients, patients, visitors, licensees, servants or guests, Tenant shall not be entitled to any abatement of Rent.

(b) If restoration is not practical or achievable within one hundred twenty (120) days after the damage occurs, as determined solely by Landlord within sixty (60) days after the date such damage occurs, then Landlord will, upon receipt of written request by Tenant, notify Tenant of the same. If Landlord notifies Tenant that restoration is not practical or achievable within one hundred twenty (120) days after the damage occurs then this Lease may be unilaterally terminated by written notice of termination delivered by either Landlord or Tenant to the other party, and, in such event, the term hereby granted will end as of the date of such damage or destruction and the Rent will be apportioned as of the date of such damage or destruction and any Rent paid in advance beyond such date shall be refunded to Tenant.

(c) Landlord's obligation to restore shall not include fixtures, improvements or other property of Tenant. The words "restoration" and "restore" as used in this Section shall include repairs.

(d) In case of any damage or destruction to the Demised Premises or any contents thereof, each party shall only look to its own insurance to recover for its losses.

(e) Notwithstanding anything contained in this Lease to the contrary, (i) Landlord's obligation to restore the Demised Premises is subject the damage or destruction being insured under Landlord's insurance policies, (ii) Landlord's obligation is limited to the extent of the insurance proceeds received by Landlord, and (iii) Landlord's duty to repair and restore the Demised Premises shall not begin until receipt of the insurance proceeds.

## 9. ACCEPTANCE AND MAINTENANCE OF DEMISED PREMISES

Tenant shall be conclusively presumed to have accepted the Demised Premises in the condition existing on the Commencement Date and to have waived all claims relating to the condition of the Demised Premises. Tenant understands, acknowledges, and agrees that no agreement of Landlord to alter, remodel, decorate, clean or improve the Demised Premises, the Building or the common areas and no representation regarding the condition of the Demised Premises, the Building or the common areas has been made by or on behalf of Landlord to Tenant, except as expressly stated in this Lease. Any and all alterations and improvements which Tenant wishes to make to the Demised Premises subsequent to the Commencement Date shall be at the sole expense of Tenant, and subject to Landlord's prior written approval. Tenant shall submit such changes to Landlord, with detailed plans and specifications for Landlord's written approval. Tenant's contractor shall be licensed in the state in which the Demised Premises is located, subject to Landlord's prior written approval, satisfy Landlord's insurance requirements, and follow Landlord's contractor rules and regulations. Only Landlord may perform alterations that impact plumbing, electrical, or HVAC systems. Maintenance and repairs to the Demised Premises not specifically the responsibility of Landlord in Section 6 of this Lease shall be the responsibility of Tenant.

## 10. DEFAULT

### 10.01 Events of Default.

Any one of the following shall constitute an event of default by Tenant under this Lease: (a) Tenant fails to pay any installment of Rent or other charges herein provided when due or within ten (10) days after its due date; (b) Tenant fails to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant and fails to cure such breach within thirty (30) days after written notice to Tenant, or if such breach cannot, with due diligence, be cured within thirty (30) days, Tenant does not commence curing within thirty (30) days and with reasonable diligence completely cure the breach within a reasonable period of time after the notice, provided, however, such period of time shall not exceed sixty (60) days after such notice by Landlord; (c) the interest of Tenant in this Lease is levied upon under execution or other legal process or Tenant assigns or subleases its interest under this Lease without the prior written consent of Landlord; (d) a petition is filed by or against Tenant to declare Tenant bankrupt or seeking a plan of reorganization or arrangement under any chapter of the Bankruptcy Code, or any amendment, replacement or substitution therefor, or to delay payment of, reduce or modify Tenant's debts or any petition is filed or other action taken to reorganize or modify Tenants capital structure or upon the dissolution of Tenant; or (e) Tenant is declared insolvent by law or any assignment of Tenant's property is made for the benefit of creditors or a receiver is appointed for Tenant or Tenant abandons the Premises. In the event a petition is filed by or against Tenant seeking a plan of reorganization or arrangement under the Bankruptcy Code, Landlord and Tenant agree, to the extent permitted by law, that Tenant or its representative in the Bankruptcy action shall determine within sixty (60) days after commencement of the case, whether to assume or reject this Lease.

### 10.02 Landlord's Remedies.

Upon the occurrence of an event of default by Tenant under this Lease, Landlord, at its option, without further notice or demand to Tenant, may in addition to all other rights and remedies provided in this Lease, at law or in equity:

(a) Terminate this Lease and Tenant's right of possession of the Demised Premises, and recover all damages to which Landlord is entitled under law, specifically including, without limitation, all Landlord's expenses of reletting (including repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions);

(b) Terminate Tenant's right of possession of the Demised Premises without terminating this Lease, in which event Landlord may, but shall not be obligated to, relet the Demised Premises, or any part thereof for the account of Tenant, for such rent and term and upon such terms and conditions as are acceptable to Landlord in its sole judgment and discretion. For purposes of such reletting, Landlord is authorized to redecorate, repair, alter and improve the Demised Premises to the extent reasonably necessary. Tenant agrees that Landlord may file suit to recover any sums due to Landlord under this section from time to time and that such suit or recovery of any amount due Landlord shall not be any defense to any subsequent action brought for any amount not previously reduced to judgment in favor of Landlord. If Landlord elects to terminate Tenant's right to possession only without terminating this Lease, Landlord may, at its option, enter into the Demised Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as stated in Section 11; provided, however, that such entry and possession shall not terminate this Lease or release Tenant, in whole or in part, from Tenant's obligation to pay the Rent reserved hereunder for the full Term or from any other obligation of Tenant under this Lease;

(c) Declare the entire remaining Rent immediately due and payable, such amount to be discounted to its present value at a discount rate equal to the U.S. Treasury Bill or Note rate with the closest maturity to the remaining Term of this Lease as selected by Landlord;

(d) Bring action for recovery of all amounts due from Tenant; or

(e) Seize and hold any personal property of Tenant located in the Premises and assert against the same a lien for monies due Landlord.

#### 10.03 Attorneys' Fees and Expenses.

Tenant shall pay, upon demand, all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing Tenant's obligations under this Lease resulting from Tenant's default under this Lease or arising out of any declaratory action filed by Landlord to enforce the terms of this Lease.

#### 11. SURRENDER OF PREMISES

Upon the expiration or earlier termination of this Lease or termination of Tenant's right of possession of the Demised Premises, Tenant shall surrender and vacate the Demised Premises immediately and deliver possession thereof to Landlord in a clean and good repair condition, ordinary wear and tear excepted. Tenant shall pay, upon demand, all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in restoring the Demised Premises to the required condition. Provided Tenant is not in default, Tenant may remove all fixtures and equipment which it has placed in the Premises; provided, however, Tenant must repair all damages caused by such removal. If Tenant does not remove its property from the Premises upon the expiration or earlier termination (for whatever cause) of this Lease, such property shall be deemed abandoned by Tenant, and Landlord may dispose of the same in whatever manner Landlord may elect without any liability to Tenant.

#### 12. SUBORDINATION OF LEASE

The rights of Tenant under this Lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force encumbering the Demised Premises, or the Building (and/or the real property on which it is situated), and to all advances made or hereafter to be made upon the security thereof. Although such subordination shall be self-operative, Tenant shall execute such further instruments confirming such

subordination as may be requested by Landlord. Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instrument or instruments. If any such mortgage shall be foreclosed, upon request of the mortgagee or the purchaser on foreclosure, Tenant will attorn to the purchaser at any foreclosure sale thereunder and will execute such instruments as may be necessary or appropriate to evidence such attornment. Notwithstanding the above subordination of this Lease, it is understood and agreed (and the subordination of this Lease is conditioned upon the agreement) that in the event of foreclosure of any mortgage encumbering the Building on the Property or conveyance in lieu of such foreclosure, which foreclosure or conveyance occurs prior to the expiration date of this Lease, including any extensions and renewals of this Lease, and so long as there is no event of default on the part of Tenant under this Lease, Tenant shall not be disturbed in the quiet and peaceful possession of the Demised Premises.

13. INSURANCE

Tenant shall maintain at its own expense in full force and effect at all times during the Term of this Lease, including any renewal or extension thereof, for the mutual benefit of Landlord, Landlord's property manager (if any), and Tenant: (a) commercial general liability insurance (1986 ISO Form or its equivalent) with respect to the Demised Premises, with a single limit of liability not less than \$1,000,000 for each occurrence, subject to an annual aggregate limit of \$2,000,000; and (b) statutory worker's compensation insurance required by applicable law. Each policy of insurance maintained by Tenant will be issued by an insurance company acceptable to Landlord, and provide that such insurance will not be canceled unless thirty (30) days prior written notice is given to Landlord. The policies of insurance required to be maintained by Tenant hereunder, or acceptable certificates thereof, will be delivered to Landlord on or before the Commencement Date and at least thirty (30) days prior to the expiration date of any policy then in effect. All liability insurance policies Tenant is required to carry shall: (i) name Landlord and its officers, directors, trustees, sponsors, employees, and property manager (if any) as additional insureds, as such parties' interests may appear with respect to this Lease; and (ii) be primary as to the additional insureds and non-contributory with respect to any other insurance or self-insurance Landlord may maintain. Furthermore, all insurance policies shall include a waiver of all rights of subrogation against Landlord and have no deductible exceeding commercially reasonable limits. Tenant shall also carry the equivalent of ISO Special Form Property Insurance on Tenant's Property for full replacement value and with coinsurance waived. For purposes of this provision, the term "Tenant's Property" shall mean Tenant's personal property and fixtures, and improvements to the Demised Premises. Tenant shall neither have, nor make, any claim against Landlord for any loss or damage to Tenant's Property, regardless of the cause of the loss or damage. Landlord shall maintain insurance on the Building (but excluding Tenant's Property) providing coverage against damage and destruction as Landlord may from time to time deem appropriate in its sole discretion. Notwithstanding the above, Landlord's insurance requirements may be provided by a program of self-insurance.

14. MUTUAL WAIVER OF SUBROGATION, LIABILITY, AND INDEMNITY

Anything in this Lease to the contrary notwithstanding, Landlord hereby releases and waives unto Tenant (including all partners, stockholders, officers, directors, employees and agents thereof), its successors and assigns, and Tenant hereby releases and waives unto Landlord (including all partners, stockholders, officers, directors, employees and agents thereof), its successors and assigns, all rights to claim damages for any injury, loss, cost or damage to persons or to the Demised Premises or any other casualty, as long as the amount of such injury, loss, cost or damage has been paid either to Landlord, Tenant, or any other person, firm or corporation, under the terms of any property, general liability, or other policy of insurance, to the extent such releases or waivers are permitted under applicable law. As respects all policies of insurance carried or maintained pursuant to this Lease, Tenant and Landlord each waive the insurance carriers' rights of subrogation. It is covenanted and agreed that Landlord shall not be responsible or liable for any personal injury or damage to Tenant or any other person, or for any injury or damage to the Building, Demised Premises or to the goods, wares, merchandise or property of Tenant, or of any other person, contained therein, arising from any cause whatsoever, unless the same shall be due to the gross negligence or willful misconduct of Landlord, its agents or employees. Tenant agrees to indemnify and save Landlord harmless from all claims and

liability for losses of or damage to property, or injuries to persons occurring in or about the Demised Premises by Tenant's actions.

15. PERFORMANCE BY PARTIES

This Lease and the obligation of Tenant to pay Rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall not be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures, if Landlord is prevented or delayed from so doing by reason of governmental pre-emption in connection with any National Emergency declared by the President of the United States or his successors under the Constitution of the United States of America or in connection with any rule, order or regulation of any Department or Subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or any National Emergency, or by strikes, riots, or causes beyond the reasonable control of Landlord.

16. USE OF COMMON AREAS

Tenant shall have in common with the other tenants and/or occupants of the Building, the continued use and enjoyment of all Building entrances, Building exits, approaches and means of entrance or approach to the Demised Premises, and common corridors of the Building in which the Demised Premises are located, and same shall not be interfered with or interrupted by any act or assent of Landlord during the Term of this Lease. Should Tenant be the object of a protest, picketing or other action which limits access to the Building by other Tenants, their agents, employees, clients, patients, visitors, licensees, servants or guests, then Tenant shall be solely liable for any damage or loss incurred by Landlord or other tenants and/or occupants because of such action.

17. RIGHTS OF SUCCESSORS

The terms and conditions of this Lease shall inure to the benefit of and be binding upon the parties and their respective heirs, representatives, successors or permitted assigns. The terms "Landlord" and "Tenant" as defined herein shall be deemed to include the respective successors and assigns of the parties, and such terms shall be deemed to be singular or plural, masculine, feminine or neuter, as the case may be.

18. CANCELLATION

In the event of the death or disability of a sole proprietor Tenant, or all of the partners of a partnership or all of the shareholders of a professional association, constituting Tenant, then Tenant, at its option, may cancel this Lease upon ninety (90) day's prior written notice to Landlord, together with payment to Landlord of the Termination Fee at the time of delivery of such notice. Landlord and Tenant agree that the term "Termination Fee" shall mean the amount equal to the three (3) installments of Rent that would be due following the effective date of termination, plus Landlord's unamortized costs in connection with any improvement allowance, leasing commissions, and/or rental abatement amortized at a ten percent (10%) interest. Tenant agrees that the Termination Fee shall be a payment as liquidated damages and not as a penalty. Tenant shall be responsible for payment of sales tax, if any, due in connection with the payment of such Termination Fee. For purposes of this cancellation provision, "disability" shall mean that because of injury or sickness the sole proprietor, all partners, or all shareholders, as applicable, constituting Tenant cannot perform each of the material duties of his/her/their regular occupation and has been unable to do so for a period of at least three (3) consecutive months.

19. NOTICES

All notices required or permitted hereunder shall be in writing and be deemed to have been properly given if (a) deposited with a nationally recognized overnight courier with confirmation of delivery, (b) deposited with the United States Postal Service for delivery via certified or registered mail, return receipt requested, postage prepaid, and in the event of items (a) and (b) addressed to the receiving party, or (c) delivered personally to the receiving party, in the event of items (a), (b), and (c) at the address for such party for notice as set forth in Section 1.01 or to such other addresses as the parties may designate pursuant to this Section from time to time. Notices may be given on behalf of any party by such party's legal counsel.

20. SIGNS

Tenant shall not erect any outdoor sign or advertisement or other devices on the face of the Building, or Demised Premises, nor shall Tenant drill or deface the Building or expose any projection out of the windows or on the Building. Tenant shall not show or display any signs, posters or other material which shall be visible to persons in common areas, except signs which identify the Demised Premises and have been approved in writing by Landlord. Landlord may, at its option, exclusively provide all mutually agreed interior signs on or at doors to tenant suites, otherwise, Tenant shall have right to provide a single sign or lettered name on or at the door to his/her suite, provided that such sign or lettering shall be neatly, attractively, and professionally styled and constructed in only such design, color, size, character and material as approved by Landlord in writing, and solely at Landlord's option. Landlord will provide in the first floor lobby a directory which includes Tenant's name and location as well as a listing of Tenant's physicians' names. Any sign or directory changes shall be at Tenant's expense and subject to Landlord's prior approval.

21. EMINENT DOMAIN

If the Demised Premises or any material part thereof or any material estate therein or any other part of the Building materially and adversely affecting Tenant's use of the Demised Premises is taken by virtue of eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking, the Rent shall be apportioned as of said date and any Rent paid for any period beyond said date, shall be repaid to Tenant. Tenant shall not be entitled to any part of the award or any payment in lieu thereof. Nevertheless, Tenant shall have the right to make a separate claim with the condemning authority for loss of business, for the value of Tenant's personal property (other than its leasehold estate), and for moving and relocation expenses, provided that any such award shall not reduce the amount of the award otherwise payable to Landlord for the taking of the Building and/or the Demised Premises.

22. HOLDING OVER

Any holding over by Tenant after the Termination of this Lease shall operate as a month-to-month renewal of this Lease, and in such event the Monthly Base Rent may increase to one hundred fifty percent (150%) of the Monthly Base Rent in effect as of the end of the Term (plus sales tax, if any).

23. NOTICE OF TERMINATION NOT REQUIRED

Notwithstanding any provision of law or any judicial decision to the contrary, no notice shall be required to terminate this Lease on the date herein specified; and the Term hereof shall expire on the date herein provided without notice being required from either party.

24. PERSONALITY

It is covenanted and agreed that subject to Section 11 of this Lease, any and all tangible personal property of Tenant and improvements made to the Demised Premises by Tenant during the Term of this Lease shall remain the

property of Tenant and shall be removed by Tenant from the Demised Premises at the expiration or earlier termination of this Lease.

25. MODIFICATION

No modification, alteration or amendment to this Lease shall be binding unless in writing and executed by the parties hereto, their heirs, successors or permitted assigns.

26. PRIOR NEGOTIATIONS, ENTIRE AGREEMENT

It is agreed between the parties that neither Landlord nor Tenant nor any of their agents have made any statement, promises or agreements verbally or in writing in conflict with the terms of this Lease. Any and all representations by either of the parties or their agents made during negotiations prior to the execution of this Lease and which representations are not contained in the provisions hereof shall not be binding upon either of the other parties hereto. It is further agreed that this Lease contains the entire agreement between the parties and supersedes any prior lease between the parties for the Demised Premises.

27. LANDLORD'S RIGHTS

Landlord shall have the following rights, exercisable at its option and without notice (except as expressly provided herein to the contrary) and without being deemed an eviction or disturbance of Tenant's use or possession of the Demised Premises or giving rise to any claim for set-off or abatement of Rent: (a) to change the name or street address of the Building, upon thirty (30) days' prior written notice to Tenant; (b) to install, affix and maintain all signs on the exterior and/or interior of the Building; (c) to approve prior to installation, all types of signs, window shades, blinds, drapes, awnings or other similar items, and all internal lighting that may be visible from the exterior of the Demised Premises; (d) to display the Demised Premises to prospective tenants at reasonable hours during the last twelve (12) months of the Term; (e) to change the arrangement of entrances, doors, corridors, elevators and stairs in the Building, provided that no such change shall materially adversely affect access to the Demised Premises; (f) to prohibit the placing of vending or dispensing machines of any kind in or about the Demised Premises other than for use by Tenant's employees; (g) to close the Building after normal business hours, except that Tenant and its employees and invitees shall be entitled to admission at all times under such regulations as Landlord prescribes for security purposes; (h) to take any and all reasonable measures, including inspections and repairs to the Demised Premises or to the Building, as may be necessary or desirable in the operation or protection thereof; (i) to retain at all times master keys or pass keys to the Demised Premises; (j) to install, operate and maintain in common areas, security systems which monitor, by closed circuit television or otherwise, all persons entering and leaving the Building; (k) to have access for Landlord and other tenants and/or occupants of the Building to any mail chutes and boxes located in or on the Demised Premises according to the rules of the United States Post Office; and, (l) to install and maintain pipes, ducts, conduits, wires and structural elements located in the Demised Premises which serve other parts or other tenants and/or occupants of the Building.

28. PARKING

Landlord shall provide adequate parking areas as defined by applicable codes and ordinances. Landlord shall have the right to establish, and from time to time change, alter and amend and to enforce against Tenant and other users of said parking such reasonable rules and regulations (including the exclusion of employees' cars parking thereon) as may be deemed necessary or advisable for the property and efficient operation and maintenance of said parking areas. It is understood that the employees of Tenant shall not be permitted to park their automobiles in those automobile parking areas which shall from time to time be designated by Landlord for patrons of the Building. Landlord at all times shall have the right to designate the particular parking area to be used by any or all of such employees and any such designation may be changed from time to time. One (1) garage parking space shall be provided free of charge to Tenant for each physician of Tenant that practices out of the Demised Premises on a



regularly scheduled daily basis. For greater certainty, Tenant understands, acknowledges, and agrees that physicians of Tenant that do not maintain regularly scheduled office hours in the Demised Premises on a daily basis shall not be entitled to receive garage parking spaces free of charge. One (1) garage parking space per each 545 square feet of space in the Demised Premises may, at Landlord's sole discretion, also be provided for use by Tenant's staff, on a first-come, first-served basis, to the extent available.

29. LIENS

Tenant shall not permit any lien or claim for lien of any mechanic, laborer or supplier or any other lien to be filed against the Building (and/or the real property on which it is situated) or the Demised Premises, or any part of such property arising out of work performed, or materials provided to, or alleged to have been performed by or provided to, or at the direction of, or on behalf of Tenant. If any such lien or claim for lien is filed, Tenant shall within five (5) days after such filing either have such lien or claim for lien released of record or shall deliver to Landlord a bond or other security in form, content, amount, and issued by a company satisfactory to Landlord indemnifying Landlord, its property manager, if any, and other parties designated by Landlord against all costs and liabilities resulting from such lien or claim for lien and the foreclosure or attempted foreclosure thereof. If Tenant fails to have such lien or claim for lien so released or to deliver such bond to Landlord, Landlord, without investigating the validity of such lien, may pay or discharge the same and Tenant shall reimburse Landlord upon demand for the amount so paid by Landlord, including Landlord's expenses and attorneys' fees.

30. RELOCATION OF PREMISES

If the Demised Premises described herein contain less than 2,000 square feet, then following the initial twelve (12) months of the Term, Landlord may, on ninety (90) days prior notice to Tenant, require Tenant to relocate to other similarly improved space in the Building under the terms of this Lease, except the Monthly Base Rent will be adjusted for any variation in the square footage of the new premises. Landlord agrees to make reasonable effort to accommodate Tenant's requests regarding the location and size of said relocated premises. If Landlord and Tenant do not agree in writing within ten (10) days of Landlord's notice upon the terms and conditions of the relocation, then this Lease shall become null, void, terminated, and of no further effect ninety (90) days from the date of Landlord's notice. If Tenant has accepted possession of the Demised Premises, and agrees to relocate to the relocated premises, Landlord agrees to pay or credit expenses not to exceed the amount of Tenant's Monthly Base Rent for two (2) months as liquidated damages for Tenant's relocation expense, subject to adjustment based upon Landlord's authentication of Tenant's actual cost of moving. Upon Tenant's relocation to the relocated premises, all of the obligations of this Lease, including the payment of Rent (Monthly Base Rent be determined on a per square foot basis and applied to the relocated premises), will continue despite Tenant's relocation to the relocated premises, and this Lease will apply to the relocated premises as if such space had been the space originally described in this Lease.

31. ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Lease or sublet the Demised Premises (or any portion thereof) without the prior written consent of Landlord. It is not contemplated that the right to assign or sublet will be granted, and any such consent is at the sole discretion of Landlord. Any consent by Landlord shall be held to apply only to the specific transaction thereby authorized. Provided, however, that notwithstanding any such assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the Rent herein specified and for compliance with all of its other obligations under the terms, provisions, and covenants of this Lease. Upon the occurrence of a breach of this Lease, if the Demised Premises or any part thereof are then assigned or sublet, Landlord, in addition to any other remedies herein provided may at its option collect directly from such assignee or subtenant all rents becoming due to Tenant under such assignment or sublease and apply such rent against any sums due to it by Tenant hereunder, and no such collection shall be construed to constitute a novation or release of Tenant from the further performance of its obligations hereunder. Landlord may assign this Lease at its sole and absolute discretion.

32. RADON NOTICE PROVISION

In accordance with requirements of Section 404.056(5), Florida Statutes, the following notice is hereby given:

**RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

33. ESTOPPEL PROVISION

Tenant will from time to time, within ten (10) business days after being requested to do so by Landlord, execute, acknowledge and deliver to Landlord (or, at Landlord's request, to any existing or prospective purchaser, transferee, assignee or mortgagee of any or all of the Demised Premises, the Building (and/or the real property on which it is situated), any interest therein or any of Landlord's rights under this Lease) an instrument in recordable form, certifying (a) that this Lease is unmodified and in full force and effect (or, if there has been any modification thereof, that it is in full force and effect as so modified, stating therein the nature of such modification); (b) as to the dates to which the Monthly Base Rent and any additional rent and other charges arising hereunder have been paid; (c) as to the amount of any prepaid Monthly Base Rent or any credit due to Tenant hereunder; (d) that Tenant has accepted possession of the Demised Premises, and the date on which the Term of this Lease commenced; (e) as to whether, to the best knowledge, information and belief of the signer or such certificate, Landlord or Tenant is then in default in performing any of its obligations hereunder (and, if so, specifying the nature of each default); and (f) as to any other fact, condition, and/or information reasonably requested by Landlord or such other addressee. Such instrument shall contain an express acknowledgment that the statements contained therein are being relied upon by Landlord and any such other addressee.

34. ESTOPPEL WAIVER

The rights of Landlord under the foregoing shall be cumulative and the failure on the part of Landlord to exercise properly any rights given hereunder shall not operate to forfeit any of such rights.

35. TRANSFER OF CONTROL OF TENANT

(a) The parties to this Lease acknowledge and agree that Landlord has entered into this Lease with the understanding that Tenant intends to practice medicine within the Demised Premises, which practice shall be conducted and controlled by the physician(s) who currently conduct and control such practice. Tenant further acknowledges and agrees that Landlord would not have entered into this Lease without having the right to terminate the Lease as set forth in this Paragraph 35.

(b) Tenant agrees that Landlord shall have the right to terminate this Lease as follows:

(i) If Tenant is a sole proprietorship, corporation or partnership and if any transfer, sale, pledge or other disposition of a substantial portion of Tenant's tangible and/or intangible business assets occurs, then Tenant shall immediately notify Landlord and Landlord shall have the right at any time during the remainder of the Term and any renewals thereof, at its option, to terminate this Lease upon sixty (60) days notice.

(ii) If Tenant is a corporation and if any transfer, sale pledge or other disposition of any of the common stock of Tenant shall occur, or power to vote said stock shall be changed, then Tenant shall immediately notify Landlord and Landlord shall have the right at any time during the remainder of the Term and any renewals thereof, at its option, to terminate this Lease upon sixty (60) days notice to Tenant.

(iii) If Tenant is a partnership, and if any transfer, sale, pledge or other disposition of any partnership interest in Tenant shall occur, then Tenant shall immediately notify Landlord and Landlord shall have the right at any

time during the remainder of the Term and any renewals thereof, at its option, to terminate this Lease upon sixty (60) days notice to Tenant.

(c) Tenant further acknowledges and agrees that Landlord's exercise of its rights to terminate this Lease pursuant to this Paragraph 35 shall be at the sole discretion of Landlord.

(d) No course of dealing between Landlord and Tenant and no failure or delay on the part of Landlord to exercise the termination right available hereunder shall impair Landlord's right to exercise such right in the future or operate as a waiver of such termination right.

36. VENUE

This Lease shall be construed, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of Florida; provided, however, that the conflicts of law principles of the State of Florida shall not apply to the extent that they would operate to apply the laws of another state. Venue shall lie in Jacksonville, Duval County, Florida.

37. CONSENT OR WAIVER

No consent or waiver, express or implied, by a party hereto or any breach or default by the other party in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party. The giving of consent by a party in any one instance shall not limit or waive the necessity to obtain such party's consent in any future instance.

38. SEVERABILITY

If any provision of this Lease is held to be illegal, invalid or unenforceable under present or future laws effective during the Term hereof, including any renewal or extension thereof, such provision shall be fully severable and this Lease shall, to the extent possible and without destroying the intent of this Lease, be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision as similar as possible in terms to such illegal, invalid or unenforceable provision. There shall be added automatically as a part of this Lease a legal, valid and enforceable provision as similar as possible in terms to such illegal, invalid or unenforceable provision.

39. USE

Tenant shall use the Demised Premises only for the Permitted Use and for no other purpose without the prior written consent of Landlord. Tenant agrees to operate its business on the Demised Premises during the Term, including any renewal or extension thereof, in a reputable manner in compliance with all applicable laws, ordinances, regulations and orders, and with all mortgages, leases, covenants and other matters shown on the public records.

40. USE LIMITATIONS

Tenant hereby covenants and agrees to comply with the Ethical and Religious Directives for Catholic Health Care Services and that, at no time during the Term, including any renewal or extension thereof, shall the Demised Premises be used to perform any of the acts described below and each of such acts is hereby expressly prohibited: (a) any act which, by chemical or mechanical or surgical means, has the primary, intended result of terminating a fetal or embryonic pregnancy or causing a miscarriage; (b) any act which, by chemical, mechanical or surgical means, has the primary intended result of permanent sterilization; (c) donor inseminations of semen or insemination of semen that is totally artificial or experimentation or fertilization with human semen. The violation of

any one or more of these restrictions shall be considered an event of default under this Lease by Tenant and grounds for Landlord to exercise its remedies provided for in this Lease. All physician occupants and physician users of the Demised Premises shall at all times be members of the active medical staff of Landlord's hospital known as [REDACTED]. Notwithstanding anything contained in this Lease to the contrary, In no event shall Tenant perform the following services within the Demised Premises without the prior written consent of Landlord, which consent may be granted or withheld by Landlord in its sole discretion: magnetic resonance imaging (MRI), computerized tomography (CT), ultrasound (other than obstetrics) or other imaging services (other than orthopedic surgeons), invasive and/or intravascular procedures (other than endoscopy), [mammography], osteoporosis screening services, digital radiology (other than orthopedic surgeons), occupational therapy, [nuclear medicine], any procedure requiring anesthesia, including conscious sedation, a facility providing urgent or emergency care services as its principal function, pulmonary function studies, health or fitness center, and any State of Florida covered clinical service) (the "Prohibited Services"). From time to time, Landlord may, in a written notice to Tenant, add to, delete from or otherwise modify the list of examples of Prohibited Services set forth herein included in the definition of Prohibited Services, and any such activities or procedures so added and identified to Tenant shall thereafter become Prohibited Services.

41. NON-RECORDATION

This Lease may not be recorded without Landlord's prior written consent, but Tenant agrees, upon the request of Landlord, to execute a memorandum hereof for recording purposes.

42. SALE OF DEMISED PREMISES OR BUILDING

Landlord may sell the Demised Premises or the Building without affecting the obligations of Tenant hereunder; upon the sale of the Demised Premises or the Building, Landlord shall be relieved of all responsibility for the Demised Premises and shall be released from any liability thereafter accruing under this Lease.

43. TIME IS OF THE ESSENCE

Time is of the essence in the performance of all obligations under the terms of this Lease.

44. SATISFACTION OF JUDGMENTS AGAINST LANDLORD; LIMITATION ON DAMAGES

If Landlord, or its employees, officers, directors, stockholders or partners are ordered to pay Tenant a money judgment because of Landlord's default under this Lease, said money judgment may only be enforced against and satisfied out of: (a) Landlord's interest in the Building in which the Demised Premises are located; and (b) any insurance or condemnation proceeds received because of damage or condemnation to, or of, said Building that are available for use by Landlord. No other assets of Landlord or said other parties exculpated by the preceding sentence shall be liable for, or subject to, any such money judgment. Notwithstanding any other provisions in this Lease, Landlord shall not be liable to Tenant for any special, consequential, incidental or punitive damages.

45. JURY TRIAL WAIVER

Landlord and Tenant each hereby irrevocably, knowingly and voluntarily waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other or their successors in respect to any matter arising out of or in connection with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim for injury or damage, or any emergency or statutory remedy.

46. HEALTHCARE PROVISIONS

(a) Avoidance of Violations; Modification. Notwithstanding any provision of this Lease, the parties shall not violate any applicable laws, rules, or regulations, including those relating to Medicare, Medicaid, similar Florida programs, or the provision of health care or medical services. The parties shall modify this Lease to the extent necessary to comply with such laws, rules, and regulations.

(b) Fair Market Value Remuneration; Anti-kickback. Any remuneration exchanged between the parties shall at all times be commercially reasonable and represent fair market value for rendered services, purchased items, or leased premises. Notwithstanding any provision of this Lease, no remuneration exchanged between the parties shall be determined in a manner that takes into account (directly or indirectly) the volume or value of any referrals or any other business generated between the parties.

(c) Lease Safe Harbor. It is the intent of the parties that this Lease comply with the safe harbor requirements contained in 42 CFR §§ 1001.952 and 411.357. Consequently, (i) this Lease is in writing, specifies the premises covered, and represents the entire agreement between the parties, (ii) if this Lease allows access/use for only periodic intervals rather than on a full-time basis, it specifies the schedule with the precise length and rent for such intervals, (iii) the amount leased does not exceed what is necessary for Tenant's legitimate business purposes and is used exclusively by Tenant during the specified time periods, (iv) the Term of this Lease is for at least 1 year, and (v) the Rent hereunder is set in advance, is commercially reasonable and consistent with the fair market value, and is not based on the volume or value of referrals or business generated between the parties.

(d) Referrals. Nothing contained herein requires the referral of any patient between the parties. Each party retains the right, in its sole discretion, to refer patients to any person or entity deemed appropriate for their care and treatment.

47. BROKERAGE

Tenant represents and warrants that it has not dealt with any real estate broker, finder or other person with respect to this Lease in any manner, except the Broker(s) identified in Section 1.01J. Tenant shall indemnify and hold Landlord harmless from any and all damages resulting from claims that may be asserted against Landlord by any other Broker(s), finder(s) or other person (including, without limitation, any substitute or replacement broker claiming to have been engaged by Tenant in the future), claiming to have dealt with Tenant in connection with this Lease or any amendment or extension hereto, or which may result in Tenant leasing other or enlarged space from Landlord. The provisions of this paragraph shall survive the termination of this Lease.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective as of the Effective Date.

WITNESSES

Printed Name: Tina Marie Tobin  
Tina Marie Tobin  
Printed Name: Sue Riggins  
Sue Riggins

Loren Z. Clayman, M.D.  
Mark Clayman, M.D.

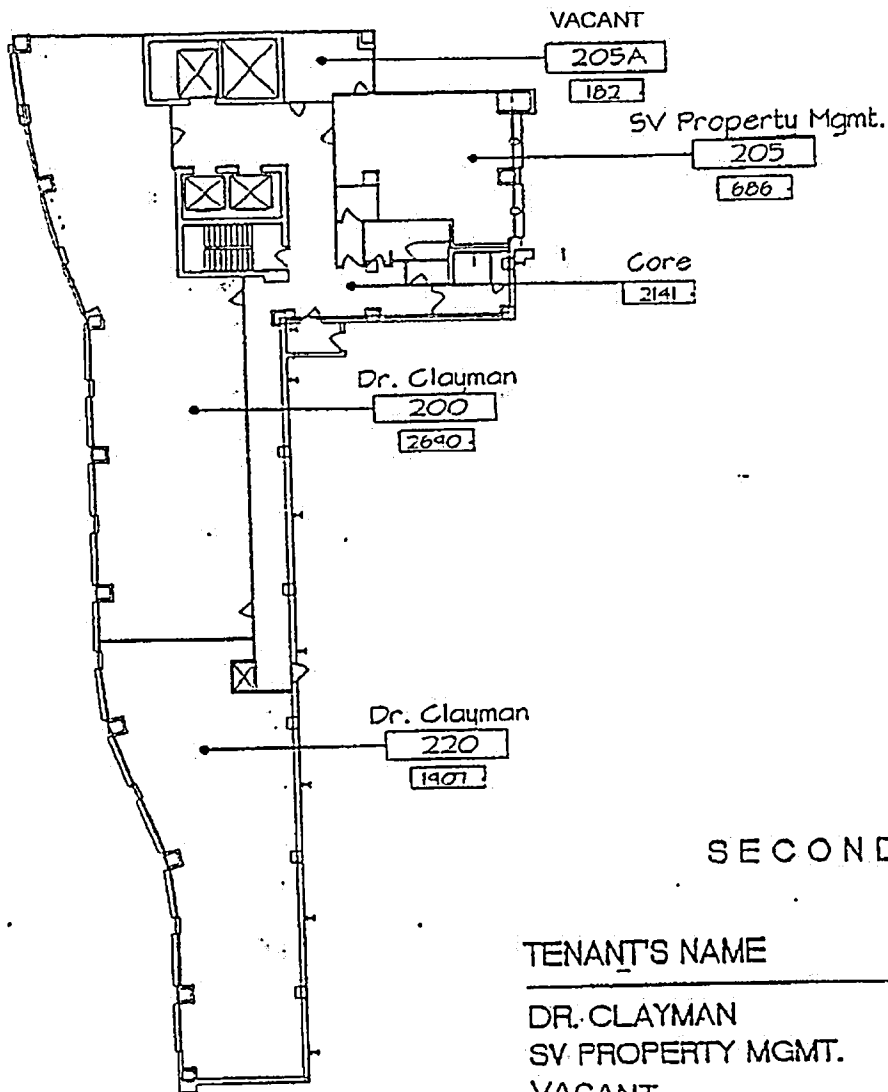
Name: Loren Z. Clayman MD  
Title: President  
Name: Mark Clayman MD  
Title: Physician  
Date: 3/10/14  
"TENANT"

WITNESSES

Carol Picano  
Printed Name: Carol Picano  
Michelle McLannond Garis  
Printed Name: Michelle McLannond Garis

St. Vincent's Medical Center, Inc., a Florida corporation

By: [Signature]  
Date: 4/2/14  
Name: [Signature]  
Title: CFO  
"LANDLORD"



## SECOND FLOOR



TENANT'S NAME	SUITE NO	AREA
DR. CLAYMAN	200	2,690
SV PROPERTY MGMT.	205	686
VACANT	205A	182
DR. CLAYMAN	220	1,907
TOTAL		5,465
CORE		2,141
TOTAL		7,606

SK-2



DEPAUL TENANT SPACES  
ST. VINCENT'S MEDICAL CENTER  
JACKSONVILLE, FL

Date: 12/9/03 LS  
Scale: 1/32"=1'-0"  
Project: 1437.12  
Ref.Dwg: P:\STVMC\2\20OVERALL CANNON

EXHIBIT A

**Exhibit B**  
**Rules and Regulations**

1. Sidewalks and public portions of the Building such as doorways, vestibules, halls, stairways and other similar areas shall not be even temporarily obstructed by tenants or used by any tenant for any purpose other than ingress and egress to and from the tenant's demised premises and for going from one to another part of the Building.
2. The water closets and wash basins and other plumbing fixtures shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by a tenant shall be paid by such tenant, and Landlord shall not in any case be responsible therefore.
3. No signs, advertisements or notices shall be painted or affixed by tenant on or to any windows or doors or any other part of the Building. No part of the Building shall be defaced by tenants. No curtains or other window treatments shall be placed between the glass and the Building standard window treatments or blinds.
4. The tenant shall not in any way deface any part of its demised premises or the Building.
5. Tenant shall not use any method of heating or air conditioning other than as provided by Landlord of any dedicated systems approved by Landlord.
6. Tenant shall comply with all safety, fire protection and evacuation regulations established by Landlord or any applicable governmental agency.
7. Landlord will provide and maintain an alphabetical directory in the first floor (main lobby) of the Building and in the elevator lobby of each multi-tenant floor of the Building and no other directory on a multi-tenant floor shall be permitted unless previously consented to by Landlord in writing.
8. Landlord shall provide all locks for entry suite doors in each tenant's demised premises and no tenant shall place any additional lock or lock on the entry suite doors in its demised premises. Keys to the entry suite locks in each tenant's demised premises shall be furnished by Landlord to each tenant and the tenants shall not have any duplicate keys made. Any interior door locks are the responsibility of the tenant. Upon termination of a lease, the tenant shall surrender to Landlord all keys to the demised premises and give to Landlord the combinations of all locks for safes, safe cabinets and vault doors, if any, in the demised premises.
9. Subject to the terms and conditions of the Lease, with respect to work being performed by tenants in the demised premises with the approval of Landlord, all tenants will refer all contractors, contractor's representatives and installation technicians rendering any service to them to Landlord for Landlord's supervision, approval and control, before the performance of any contractual services. This provision shall apply to all work performed in the Building, including, but not limited to, installations of telephones or cabling equipment, electrical devices and attachments, and any and all installation so every nature effecting, floors, walls, woodwork, trim, windows, ceilings, equipment and any other physical portions of the Building.
10. Movement in or out of the Building of furniture, office equipment or the dispatch or receipt by tenants of any bulky material or merchandise or materials which require use of elevators or stairways or movement through the Building entrances or lobby shall be reasonably coordinated with the Landlord. All such movement shall be under the supervision of Landlord and in the manner agreed between the tenant and Landlord by prearrangement before performance. All damages done to the Building by taking in or putting out any



property of a tenant, or done by a tenant's property while in the Building, shall be repaired at the expense of such tenant.

11. No tenant shall not overload any floor. Tenants shall obtain Landlord's consent before bringing any safes, freight furniture or bulky articles into the Building and Landlord can specify to tenants the location for the placement of such articles. All removals, or the carrying out of any safes, freight, furniture or bulky matter of any description must take place during the hours which Landlord or its agent may determine from time to time. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part.
12. Each tenant shall cooperate with Landlord's employees in keeping its demised premises neat and clean. Tenants shall not employ any person other than the Building's cleaning and maintenance personnel for the purpose of such cleaning. Landlord shall be in no way responsible to the tenants, their agents, employees or invitees for any loss of property from the demised premises or public areas or for any damages to any property thereon from any cause whatsoever, unless due to the gross negligence or intentional misconduct of Landlord.
13. Should tenant require telegraphic telephonic, enunciator or other communication services, Landlord will direct the electrician as to where and how wires are to be introduced and placed, and none shall be introduced or placed except as Landlord shall reasonably direct.
14. Tenants shall not make or permit any improper noises in the Building or otherwise interfere in any way with other tenants or persons having business with other tenants in the Building.
15. No portion of any tenant's demised premises shall at any time be used or occupied as sleeping or lodging quarters, except in connection with a sleep therapy center.
16. Landlord will not be responsible for lost or stolen personal property, money, or jewelry from tenants' demised premises or public areas, regardless of whether such loss occurs when the area is locked against entry or not, unless due to the gross negligence or intentional misconduct of Landlord.
17. No show cases, specimen containers, waster containers, or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the public halls, corridors or vestibules without the prior written consent of Landlord.
18. No bicycles, vehicles or animals, birds or fish of any kind shall be brought into or kept in or about the demised premises, except for service animals as described by the American's for Disabilities Act. No cooking shall be done or permitted by any tenant on the demised premises except in conformity to law and then only in the utility kitchen, if any, as set forth in such tenant's layout, which is to be primarily used by such tenant's employees for heating beverages or light snacks and using Underwriters' Laboratory approved equipment. No tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeate from its demised premises.
19. No tenant, nor any of its servants, employees, agents, visitors, or licensees shall at any time bring or keep upon the demised premises any inflammable, combustible or explosive fluid, or chemical substance, other than reasonable amounts of cleaning fluids or solvents required in the normal operation of such tenant's business offices.
20. Landlord shall have the right to prohibit any advertising by tenants which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices and upon written notice from Landlord, tenants shall refrain from or discontinue such advertising.

21. Canvassing, soliciting and peddling in the Building are prohibited and tenants shall cooperate to prevent the same.
22. Neither tenant, nor any of tenant's servants, employees, agents visitors, patients, invitees or licensees shall at any time light, use or smoke cigarettes, cigars or other tobacco products in or about the public portion of the Building, including without limitations, parking areas, entrances, passages, walkways, restrooms, lobbies, courts elevators, vestibules, stairways, corridors and halls. Landlord may take all appropriate steps to enforce such "no smoking" policy including posting of no smoking signs, demanding that persons who violate the "no smoking" policy cease and desist from such violation and removing violators from the Building.
23. Subject to the terms and conditions of the Lease, Landlord reserves the right to rescind any of these Rules and Regulations and to make such other and further rules and regulations as in its good-faith judgment shall from time to time be needed for the safety, protection, care and cleanliness of the property, the operation thereof, the preservation of good order therein, and the protection and comfort of the tenants and their agents, employees and invitees, which rules and regulations, when made and written notice thereof is given to a tenant, shall be binding upon such tenant in like manner as if originally herein prescribed.



*St. Vincent's Health System*

**NOTICE OF NON-RENEWAL OF LEASE**

Date: August 1, 2018

To: Loren Z. Clayman, M.D. and Mark Clayman, M.D.  
2 Shircliff Way, Suite 200 and 220  
Jacksonville, FL 32204

From: St. Vincent's Medical Center, Inc.  
3 Shircliff Way, Suite 533  
Jacksonville, FL 32204

Re: Property located at 2 Shircliff Way, Suite 200 and 220, Jacksonville, FL 32004

This letter serves as notice that the current Lease Agreement for the above described premises will expire at midnight on **January 31, 2019** and that this lease will not be renewed. No option for month-to-month tenancy is offered at this time and there is no vacant space available that would accommodate your practice. St. Vincent's is experiencing quite a bit of growth and this space will be needed for our future plans.

You are required to surrender the premises to **St. Vincent's Medical Center, Inc.** upon lease expiration. Please return the premises to the same condition as you found it upon move-in, normal wear and tear excepted. Also, all keys will need to be returned when vacating premises.

Any refunds due to you after deducting for repairs and unpaid rent (if applicable) will be sent to your new address within 30 days after you turn over the property to us. If you do not provide a new address, any refund will be mailed to your last known address.

Failure to surrender the premises on the date expiration date may result in forfeiture of your deposits and proceedings for immediate eviction.

If you have any questions, please do not hesitate to contact the Real Estate Department at the number below.

Thank you.

Cristie Meyer • Real Estate Portfolio Manager  
Jacksonville Market

3 Shircliff Way • Dillon 533 • Jacksonville •  
Florida • 32204  
904/308-5249